

LAW REVERSIONARY INTEREST SOCIETY, LIMITED.

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital ... £400,000

Debentures and Debenture Stock ... £207,230

REVERSIONS BOUGHT. LOANS MADE THEREON.

Proposal Forms and full information may be had at the Society's Offices.
W. OSCAR NASH, F.I.A., Actuary and Secretary.

COUNTY FIRE OFFICE,

30, REGENT STREET, W., AND 14, CORNHILL, E.C., LONDON.

FOUNDED 1807.

EXCEPTIONAL ADVANTAGES TO PERMANENT POLICY-HOLDERS.

LIBERAL TERMS TO SOLICITORS INTRODUCING BUSINESS.

For Rates and Full Particulars apply to
THE SECRETARIES.

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTERSHIPS FOR DEBENTURE-HOLDERS, &c.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

IMPORTANT TO SOLICITORS

In Drawing LEASES or MORTGAGES of
LICENSED PROPERTYTo see that the Insurance Covenants include a policy covering the risk of
LOSS OR FORFEITURE OF THE LICENSE.Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND
GUARANTEE FUND, LIMITED,
24, MOORGATE STREET, LONDON, E.C.Mortgages Guaranteed on Licensed Properties promptly, without
special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

THE
PERFECTED
OF
LIFE
ASSURANCE.

AND
SECURE.FUNDS - £3,000,000. INCOME - £390,000.
YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
The Hon. Mr. Justice KIRKBY.
The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.
WILLIAM WILLIAMS, Esq.
RICHARD PENNINGTON, Esq.

DIRECTORS.

Bacon, His Honour Judge.
Davies, The Right Hon. Lord.
Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.
Ellis-Danvers, Edmund Henry, Esq.
Finch, Arthur J., Esq.
Frere, Geo. Edgar, Esq.
Guth, The Right Hon. Sir Richard, Q.C.
Hawley, C. E. H. Chadwyck, Esq. Q.C.
Johnson, Charles P., Esq.
Kekewich, The Hon. Mr. Justice.
Masterman, Henry Chauncy, Esq.
Mathew, The Hon. Mr. Justice.
Meek, A. Grant, Esq. (Devizes).
Mellor, The Right Hon. John W., Q.C., M.P.
Mills, Richard, Esq.
Morrell, Frederic P., Esq. (Oxford).
Pennington, Richard, Esq.
Rowell, W., Esq.
Saltwell, Wm. Henry, Esq.
Tweedie, R. W., Esq.
Williams, Homer, Esq.
Williams, William, Esq.

VOL. XLIV., No. 40.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 4, 1900.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS	651	NEW ORDERS, &c.	659
THE INCIDENCE OF SEWERING AND PAYING EXPENSES AS BETWEEN LOCAL AUTHORITIES AND PRIVATE OWNERS IN LONDON AND THE COUNTRY	654	LAW SOCIETIES	659
THE ADMINISTRATION OF INSOLVENT ESTATES	655	LAW STUDENTS' JOURNAL	660
REVIEWS	656	THE BANQUET TO THE UNITED STATES BENCH AND BAR	660
CORRESPONDENCE	657	LEGAL NEWS	661
		COURT PAPERS	662
		WINDING UP NOTICES	662
		CREDITORS' NOTICES	662
		BANKRUPTCY NOTICES	664

Cases Reported this Week.

In the Solicitors' Journal.

Assets Development Co. (Lim.) v. Close	
Brothers & Co. and Others	657
Martyn, Re. Coodes v. Martyn	657
The Queen v. Button	659
The Queen v. Streeter	659
West Australian Trust, Re. Ex parte	
Brook	659
Whitaker, Re. Whitaker v. Palmer ..	658

In the Weekly Reporter.

Boots' Cash Chemists (Lancashire) (Limited) and Others v. Grundy and Another	659
Buckland v. Buckland	657
Lady Bateman v. Faber and Others ..	655
Metropolitan Bank of England and Wales (Limited) v. H. H. Vivian & Co. (Limited)	656
Plummer, In re. Ex parte The Trustee	654
Rice v. Koskes & Co.	659
Wenham, In re. Ex parte Battams ..	657

CURRENT TOPICS.

THE ARRANGEMENTS for the Weymouth meeting of the Incorporated Law Society, to be held on the 9th and 10th of October, are given in the paper which we print elsewhere. There will be a dinner and two receptions, and the charming surroundings of the town are likely (provided a General Election does not intervene) to attract a considerable gathering of members.

WE REPORT elsewhere the result of the poll for the election of members of the Council of the Incorporated Law Society. It will be seen that Mr. GRIBBLE and Mr. F. R. PARKER have been elected, and both these gentlemen are likely to prove useful additions to the Council. The most noteworthy point about the voting is, however, the very large minority in favour of Mr. HARVEY CLIFTON. He polled 1,590 votes, and the lowest on the poll of the members elected (Mr. CHARLES MYLNE BARKER) beat him by 180 votes only. We believe that Mr. CLIFTON's poll is considerably in excess of any recently recorded for a candidate not nominated by members of the Council.

THE BANQUET to the bench and bar of the United States was not only a great success, but a very interesting occasion. There had been a good deal of curiosity to hear a style of oratory which nowadays is little in vogue in this country—that is to say, oratory in which the speaker, to use a familiar expression, “lets himself go,” and rises above the dead level of commonplace in which English after-dinner speakers usually remain. This curiosity was fully satisfied by the speeches of the guests, and we think the conclusion must have been drawn by the English hearers that their American brethren, if they would only be a little less long-winded, were past masters in the art of lively and effective after-dinner speaking. The only regret we have heard expressed was that Mr. BECK's string of diverting stories was inaudible to a portion of the assembly. There are few things an English lawyer likes better than jokes which are not within the category of “chestnuts,” and the inability to hear Mr. BECK's choice collection was considered a serious deprivation.

THE RIGHT of appeal from the county courts should, for obvious reasons, be jealously guarded, especially in view of the many important cases which are now constantly being determined in

those courts. It is, therefore, satisfactory to find that the Court of Appeal has, in the recent case of *Godman v. Moses*, held that that court can give leave to appeal from a judgment of a Divisional Court affirming the decision of the county court and refusing leave to appeal. This decision is, it is submitted, fully warranted by section 1, sub-section 5, of the Judicature Act, 1894, which provides that the determination of any appeal by a Divisional Court shall be final "unless leave to appeal is given by that court or by the Court of Appeal." Moreover, it is in accordance with what was held by the Court of Appeal last year in *Holland v. Girling*. This last-mentioned case, which has now been expressly approved of and followed, though nowhere reported, was commented on in these columns when decided, and we must confess to a good deal of satisfaction at the circumstance that our reference to the case was accepted by the Court of Appeal as equivalent to a report.

IT WILL be seen from the correspondence which has passed between the Council of the Incorporated Law Society and the Inland Revenue authorities, and which we give elsewhere, that the latter have recognized the justice of the complaints which have been made in these columns about the sudden springing on the profession of the novel exception to the regulation allowing purchase agreements to be stamped within fourteen days after execution. The Board of Inland Revenue have suspended the exception until the 31st of October next; but after that date they will refuse to stamp without payment of the £10 penalty any agreement which contains the ordinary condition precluding requisition or objection as to stamps on documents dated previously to the passing of the Customs and Inland Revenue Act, 1888. They now go a step further, and intimate that they will not accede to any application for remission of penalty on any deed "which may have been subject to any such condition"—meaning, we presume, as to the stamp on which any such condition has been made.

WE NOTICED last week the discussion in the House of Commons of the first part of the Companies Bill as amended by the Standing Committee on Trade. The discussion of the remaining part, which took place on Monday, resulted in two changes of considerable importance. The Government have seen, fortunately, the absurdity of requiring the unabridged prospectus, with all the details and information which that document would have to contain under clause 12, to be published whenever the issue of a new company is advertised, and Mr. RITCHIE proposed a new sub-section providing that where any prospectus is published as a newspaper advertisement, it shall be sufficient to publish it in an abridged form, with a reference to a full prospectus, specifying a convenient place where the full prospectus can be inspected and obtained. The sub-section was accepted by the House of Commons, but in the House of Lords on Thursday the requirements of the clause were very considerably reduced, and the sub-section was altered so as to allow only of the omission of the Memorandum of Association from an advertisement. The other amendment, made in the House of Commons, related to the time within which mortgages and charges on the property of a company must be registered under clause 14. The Bill as it left the Grand Committee required this to be done within seven days. But considering that the consequence of omitting to register will be to make the charge void as against the liquidator and any creditor of the company, this period is very short, and it has been increased to twenty-one days. The most notorious evils recently incident to companies have arisen out of the raising of money on debentures to the prejudice of ordinary trade creditors, and clause 14 is one of the most useful clauses of the Bill. It is important, therefore, that it should not be marred by undue stringency.

A VERY curious point on the Real Property Limitation Acts, 1833 and 1874, was raised in *Re Jolly* (*ante*, p. 642). A testatrix by her will, after giving property in trust for the benefit of her children, directed that moneys advanced to them, or moneys owing from them for rent or otherwise, should be brought into hotchpot and accounted for, and no child was to

take any share under the will until the moneys so owing from him had been paid to the executors. A son of the testatrix was in 1868 let into possession, at an annual rent of £80, of a farm, of which she was owner in fee. There was no written agreement of tenancy. He paid the rent till 1881, and thereafter remained in possession without further payment of rent, and without acknowledgment of his mother's title, until her death in 1899. On these facts the statute began to run in his favour in 1881, and the title of the testatrix was extinguished in 1893. At this latter date also the son acquired a good title in fee to the property. The executors of the will, however, contended that, notwithstanding the running of the statute, the annual rent was accruing due for the whole period from 1881 to 1893, and that the accumulated amount formed a debt which they must set off against the son's share under the will. NORTH, J., allowed this claim, and there seems to be a good deal in its favour. Inasmuch as the executors were not taking proceedings for the recovery of rent, the six years' limitation imposed by section 42 of the Act of 1833 did not apply, and the rent, which was apparently accruing up till 1893, was still a debt due to the estate of the testatrix. The Court of Appeal (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.), however, have arrived at a different decision. RIGBY and COLLINS, L.JJ., appear to have held that immediately the statute commenced to run the son held no longer as tenant, but adversely to the testatrix, so that no rent was accruing after 1881. This position seems difficult to maintain. The statute runs from the last receipt of rent, not from the time when rent becomes due and is not paid (see section 8 of the Act of 1833), and it can hardly be said that yearly tenants are in adverse possession between every two successive payments of rent. Surely, so long as the statute has not completely run arrears of rent for six years can be recovered as rent from a tenant and not as mesne profits from an adverse occupier. The Master of the Rolls seems to have taken the safer ground that the claim to rent was incident to the landlord's title, and that so soon as that title was extinguished the claim to rent was extinguished also. But why should not the right to arrears of rent as a debt remain, although the title to the land is gone? In *Re Nugent's Trusts* (19 L. R. Ir. 140) a similar point was raised with respect to arrears of an annuity, and it was treated as an open question whether the claim to arrears would be extinguished with the annuity, or would last for six years after the title to the annuity itself was barred. The fact, however, that no claim to arrears of rent in a case where the landlord's title has been extinguished is to be found in the reports, indicates strongly, as RIGBY, L.J., pointed out, that such claims have been thought to be, as it is now held, untenable.

IN HARDLY any other case has the ingenious defender of prisoners so much scope for his ingenuity as in a charge of false pretences. Unfortunately, too, many rogues are able to escape punishment by sheltering themselves under some case which has decided that some particular form of dishonesty is just outside the criminal law. Such decisions are, however, being reduced in number by the Court for Crown Cases Reserved, which seems every year more inclined to brush aside mere technicalities and take a broad view of facts. A mischievous reported decision has just been overruled by the court in the case of *Reg. v. Button* (reported elsewhere). Stated shortly, the facts of the case were that the prisoner, by personating another man, who was a much worse runner, got a long start in a handicap foot-race, and accordingly won the race. Before the prize was given, however, he was suspected and questioned, and being afraid of discovery, left the ground without applying for the prize. He was subsequently indicted and convicted (subject to a case stated) of attempting to obtain the prize by false pretences. It was argued on behalf of the prisoner that he won the prize by his own skill, that the false pretence by which he was allowed the start he got was too remote, that the false pretence was exhausted by his admission to the race, and that *Reg. v. Larnar* (14 Cox C. C. 497) was directly in his favour. For the purposes of argument the facts in *Reg. v. Larnar* were practically the same as in the present case, and, according to the report, Sir W. CHARLEY, the Common Serjeant, after consultation with STEPHEN, J., held that the false pretence was too remote and that the indictment could not be supported. In spite of the high authority

for the consultant opinion given in that case, its correctness has been widely doubted, and it has now been finally overruled by the High Court. It is, in fact, rather hard to follow the argument as to remoteness. The object and intention of the defendant clearly were to get possession of the prize. In order to gain his end, he was obliged to do two things—first to enter, then to win. It is true that entering alone would not entitle him to the prize, but without entering he could not even attempt to win. It seems clear, therefore, that, though skill was necessary in order to win the prize, it was impossible for him to win it without the false pretence which gave him the opportunity of exercising his skill. As, therefore, the false pretence was necessary before he could run at all, it is not easy to see how it can be said to be too remote—on the contrary, in such a case the winning of the prize is the direct result of the false pretence, although there is also some other condition precedent to the winning. This decision will be most acceptable to all persons who have at heart the prosperity of athletic sports, and will tend to frighten off our athletic grounds a most undesirable class of athlete.

THE JUDGMENTS delivered last week by the Court of Appeal (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.J.J.) in *Valentine's Meat Juice Co. v. Valentine's Extract Co. (Limited)* are likely to be long referred to for their expression of the legal principles to be applied to those fairly frequent and highly important cases concerned with trade names. The court was unanimous in reversing the decision of STIRLING, J., upon which we commented last year (*ante*, p. 37). It was, indeed, unlikely that they would find the state of the law to be very different from so learned and careful a judge's conception of it, nor have they found the facts of the case very differently. The case was really on "the border line," and we think the value of the decision lies in the full and vigorous sanction now given to a long line of decisions, the current of which has run steadily in one way with a single break; that break being found in certain *dicta* in *Turton v. Turton* (38 W. R. 22, 42 Ch. D. 128), which were very unfavourably commented upon in *Reddaway v. Banham* (44 W. R. 638; 1896, A. C. 199); after this *Valentine* case it is improbable that *Turton v. Turton* will often or successfully be cited as an authority. It seems to be now well settled that a person has no control over the name or title under which another man trades, unless special circumstances exist, and these are found where it is shewn that the name which he is using is so identified with the goods as to lead the market to believe that goods put on under that name are another man's. As VAUGHAN WILLIAMS, L.J., put it in *Jamieson v. Jamieson* (15 Rep. Pat. Cas. 193), "it is not a question of the right of the law to restrain a man from using his own name"; it is rather, as now put by COLLINS, L.J. (whose judgment in *Reddaway v. Banham* was reinstated by the House of Lords), that when you find (as here) "that the name which does form the basis of the deception has acquired a secondary significance, and means, and means only, in the markets where this product is sold the juice or extract manufactured by the plaintiff, it does not seem to me to matter a pin's point whether the deception arises from the use of a name which is, as it happens, the name of the defendant, or whether it arises from the use of any other description—which, in a sense, may be accurate—of that which he sells. For, if the thing which he sells has come to be known in the market as meaning something made by somebody other than himself, it is impossible for him to sell it *simpliciter* by that name, although it be his own, without misleading purchasers." This is a terse expression of the general principle laid down by Lord HALSBURY in *Reddaway v. Banham*, that "nobody has any right to represent his goods as the goods of somebody else." The only difficulty is, and will be, in the application of it to the varied sets of circumstances that arise.

IN THE CASE of *Reg. v. Streeter* (reported elsewhere), recently argued before the Court for Crown Cases Reserved, we have another instance of a miscarriage of justice owing to a flaw in the wording of the Larceny Act, 1861. Section

91 of that Act provides that any person is guilty of felony who receives money or goods knowing them to have been stolen, provided that the stealing shall amount to a felony either at common law or by virtue of this Act." The flaw appears in the last words quoted, from which it is clear that unless the stealing is larceny either at common law or under the provisions of the Act of 1861, a receiver cannot be convicted of feloniously receiving under the Act. In the case of *Reg. v. Smith* (1 C. C. R. 266) the prisoner was convicted, under section 91 of the Act, of feloniously receiving goods which were the property of a partnership, and which had been stolen by one of the partners and disposed of to the prisoner. Now, it is not a felony at common law for a partner to steal goods belonging to the firm, and this particular stealing is not declared to be felony by the Larceny Act, 1861, though it is so declared by the Larceny Act, 1868. Hence the conviction was quashed. In the recent case a married woman deserted her husband and carried off a quantity of his goods and money. At common law she was guilty of no offence, but under the Married Women's Property Act, 1882, she was liable to be convicted of larceny. The prisoner, her paramour, was indicted under the Act of 1861, and convicted, of receiving the property from the woman knowing she had stolen it from her husband. As, however, the Act only refers to cases where the stealing is larceny at common law or under the Act itself, this conviction was bad and was quashed by the High Court. Besides these reported cases, no doubt there have been many miscarriages of justice owing to the unfortunate wording of the Larceny Act. It is somewhat extraordinary that the flaw has never been remedied by Parliament. If, however the difficulty is realized in time, there is no necessity for the criminal to escape punishment. To receive goods knowing them to be stolen is a misdemeanour at common law. This is so whether the stealing is larceny at common law or under any statute. Hence, under the circumstances of the cases referred to, if the prisoner had been indicted for the common law misdemeanour, a conviction under such indictment would have been good.

A NOVEL POINT with respect to the avoidance of voluntary settlements under section 47 of the Bankruptcy Act, 1883, arose in *Re Harrison & Ingram* (*Times*, 1st inst.) before the Court of Appeal this week. A bankrupt against whom a receiving order was made on the 17th of November, 1899, and who died on the 27th of the same month, had, prior to the year 1877, insured his life by four policies of insurance for sums amounting in the aggregate to £9,000. In April, 1877, by a post-nuptial settlement, he assigned the four policies to trustees upon trust to pay the income to his wife for life, and then for his children as he should appoint. There was no covenant on the part of the settlor to pay the premiums. The settlor had two children, and, upon the marriage of one in 1895, he appointed three-fifths of the policy-moneys to her. The bankrupt paid all the premiums up to his death, except the last two, the total amount of premiums paid exceeding £4,500, and the moneys received on the policies amounted to nearly £11,000. The trustee in the bankruptcy claimed to share in these moneys so far as they could be ascribed to premiums paid by the bankrupt within ten years of the bankruptcy. The payments, it was contended, constituted a series of voluntary settlements, and the trustee was entitled to avoid such settlements under section 47. Such, at least, appears to have been the argument, and WRIGHT, J., acceded to it. He held, accordingly, that the trustee was entitled to such proportion of the policy-moneys as the sums voluntarily paid by him within the ten years bore to the total premiums paid. The Court of Appeal, however, have declined to allow each separate payment of premium to be treated in this way as earning a definite portion of the policy-moneys. The contract of insurance is made on the taking out of the policies, and it is under this contract that the moneys are ultimately payable, though of course the continued obligation of the office to pay depends upon the continued payment of premiums by the assured. In the present case the policies were in existence and were settled in 1877, and the payments of premiums by the settlor, though voluntary, were merely for the maintenance of the settled property. Such

property was separate from the premiums, and the Court of Appeal, reversing the decision of WRIGHT, J., negated the right of the trustee in bankruptcy to participate in the policy moneys.

THE INCIDENCE OF SEWERING AND PAVING EXPENSES AS BETWEEN LOCAL AUTHORITIES AND PRIVATE OWNERS IN LONDON AND THE COUNTRY.

I.

THE tendency on the part of all classes whose work or business is situated in large towns to live as far from their work, and as far into the country, as their means will allow, is becoming more and more accentuated every year, owing, no doubt, in great part to the largely increased facilities for rapid and cheap communication between town and suburb. The upper middle class pushes further afield into the extra suburban, or country districts, the middle class overflows into the more distant suburbs, while the great mass of the working classes filters quicker and quicker into the great fringe of suburbs immediately around the metropolis and other large towns. The result is that the suburbs of all large towns are rapidly increasing in number and extent, while districts which hitherto have been regarded as purely rural are rapidly changing their character. Villages are becoming suburbs, country lanes are being converted into "streets." In places where a few years ago the traffic was confined to a few carriages and country waggons and carts, there is now, often night and day, the continuous wear and tear of heavy traffic, induced by the needs and pleasures of a large population. In such places, too, the old sanitary system of private drains and cesspools has had to be replaced by elaborated sewerage systems. "The old order changeth, yielding place to new," and in the process of change many important and complex cases arise with reference to the incidence of the expense of the works rendered necessary by it as between private owners of land and houses and the local authorities. This is clearly evidenced by the rich crop of cases on such questions produced by the last fifteen or twenty years, and by those which still take a prominent place in the legal decisions of almost every sittings. It is quite clear that there is still considerable confusion in the minds even of eminent judges as to the principles applicable to such cases. A striking instance of this is afforded by the recent case of *Simmonds Brothers v. The Fulham Vestry* (48 W. R. 574) where, although the correctness of the actual decision cannot be questioned, both the learned judges apparently failed to grasp the true distinction between the principles governing the repair of "new streets" and of "sewers" respectively in London and the country.

It is the difficult and complex questions which arise between private owners and local authorities as to the incidence of expenses incurred by the local authorities in repairing and constructing sewers, and in repairing and making up roads which have most practical importance. The bulk of the expenses incurred by local authorities fall under these heads; such expenses are continually tending to increase, and most nearly touch a larger number of land and house owners every year.

Upon the very threshold of this subject there are two fundamental principles which it is well to grasp at the outset, because they will serve as the key to many difficulties. The first is, that the legislation which confers upon the local authorities their rights and powers, and imposes upon them their obligations, in respect of sewerage and paving, is not uniform throughout the country, but that different statutes apply to different areas. There are three main groups of statutes—first, the Metropolis Management Act, 1855 (18 & 19 Vict. c. 120), and amending Acts, the most important of which is the Act of 1862 (25 & 26 Vict. c. 102); secondly, the Public Health Act, 1875 (38 & 39 Vict. c. 55), and amending Acts; and thirdly, special local Acts. These different groups of statutes apply to different areas. The Metropolis Management Acts apply to the district which may be described as the "metropolitan area": see the definition of "metropolis" in section 25 of the Act of 1855. The Public Health Acts apply to all urban districts outside the metropolitan area, and to such rural districts as they may be specially applied to under section

276 of the Act of 1875. The special local Acts apply to special local areas so far as they are not altered or repealed by the Local Government Board under section 303 of the Act of 1875.

The other fundamental principle referred to is this, that within each of the two main groups of statutes the principles which govern the recovery of "sewerage" expenses differ substantially from those which govern the recovery of "paving" expenses. The distinction and the principle which gives rise to it will clearly appear when the main provisions relating to each are considered later on. For the present it is sufficient to carefully note that the distinction does in fact exist. It will make for clearness, then, to consider separately, first, the principles of law governing the main question under consideration, the incidence of "sewerage" and "paving" expenses, as laid down by the Metropolis Management Acts, and the decisions interpreting them; secondly, those same principles as laid down by the Public Health Acts and similar decisions; and thirdly, to compare and contrast the two. It will not be necessary in this review to separately consider the group of special local Acts, because these Acts are worked side by side with the Public Health Acts and do not in principle affect the main question which is under consideration.

The chief provisions of the Metropolis Management Acts which affect the repair of old, and construction of new, sewers are sections 68 and 69 of the Act of 1855, and sections 52 and 53 of the Act of 1862. The effect of these sections may be summarized as follows: Private owners cannot make *new* sewers unless the plans have been approved by the Metropolitan Board of Works (section 69), now the London County Council. Immediately they have been made according to such approved plans, the sewers vest in the local authority (section 68). The cost of initial construction will be defrayed by the owners, but the effect of the vesting section is that in future they are under the control of the local authority and repairable by them out of the *general rates* (section 69). This "vesting" is a very important point to bear in mind, because it not only has an important bearing on the owner's liability when the local authority themselves construct a new sewer under the Act of 1862, but also the distinction between the incidence of sewerage and paving expenses mainly hinges upon it, as will be seen later. Under the Act of 1862 local authorities may, with the like approval of the Board of Works (section 45), construct sewers in any *new* street. The expense of such construction will fall as follows: (1) Primarily the whole expense will fall on the owners (section 52) unless the vestry in their discretion decide to defray part themselves, which they may perhaps do where the sewer will be of public benefit; (2) but if there is already a sewer in the new street made by a private owner under the provisions of the Act of 1855 (*supra*), no part of the expense will fall upon him (*Fulham District v. Goodwin*, 1 Ex. D. 400); (3) if sewers rates had previously been levied, the expense will fall in part on the owners, in part on the vestry: section 53, as interpreted in *Vestry of Hampstead v. Cotton* (12 App. Cas. 1, affirming 34 W. R. 244). So much for sewerage expenses.

Now let us glance at the provisions governing the incidence of paving expenses within the metropolitan area. The result will be that we find that—(1) The expense of the general repair of all streets is thrown upon the vestry (section 98 of the Act of 1855); (2) the initial expense of paving *new* streets falls upon the owners (*ib.*, section 105 and section 77 of the Act of 1862); (3) *subsequent* repairs to a new street must be done by and at the expense of the local authority (*ib.*, section 105, and *R. v. Hackney District Board*, L. R. 8 Q. B. 528). It is important to notice here that there is no "vesting" provision as in the case of sewers. If a new street is repaired by the local authority under section 98, although the repairs are permanent repairs, such action does not preclude the local authority from subsequently exercising their rights under section 105, when the expense will fall upon the owners: *Crosse v. Wandsworth District Board of Works* (62 J. P. 371). On this point the recent case of *Simmonds v. Fulham Vestry* (48 W. R. 574) is very instructive. In that case it was clearly laid down that no amount of repairing under section 98 could prejudice the right to call on the owners *once* to repair under sections 105 and 77 to the "satisfaction of the local authority." There

it was sought to argue, on the authority of *Bonella v. Twickenham Local Board* (20 Q. B. D. 63), that, permanent paving having been done for several years, it must be presumed that the street had been paved to the satisfaction of the local authority within the meaning of section 105, because they had not previously exercised their rights under that section, as in *Bonella's case* it was assumed that the sewer had vested in the local authority. But the true distinction is that there is no analogy between streets and sewers. There are express sections vesting sewers, when once made, in the local authority, on whom, as we have seen, the burden of future repairs is cast. But "streets" do not so vest until they have been once made up under section 105. Moreover *Bonella's case* falls under the Public Health Acts, which, as we shall see, differ in many respects from the provisions of the Metropolis Management Acts.

(To be continued.)

THE ADMINISTRATION OF INSOLVENT ESTATES.

THE decision this week of COZENS-HARDY, J., in *Re Whitaker* (reported elsewhere) is an interesting application of the broader rule of construction now applied to section 10 of the Judicature Act, 1875, as compared with the restricted effect which there was formerly a tendency to allow to it. The section provides that in the administration by the court of the assets of a deceased person whose estate is insufficient for the payment of his debts and liabilities in full, and also in winding up, the same rules shall apply—(1) as to the respective rights of secured and unsecured creditors; (2) as to the debts and liabilities provable; and (3) as to the valuation of annuities and future and contingent liabilities respectively, as are in force for the time being under the law of bankruptcy with respect to the estates of persons adjudged bankrupt. Before this enactment it was settled that in the administration of the assets of a deceased person a secured creditor could first prove against the estate for his whole debt and receive a dividend, and then realize his security, subject only to an obligation to repay to the estate any surplus over 20s. in the pound (*Mason v. Bogg*, 2 My. & Cr. 443); and in *Lee v. Nuttall* (12 Ch. D., p. 65) JAMES, L.J., said that the sole object of section 10 was to get rid of this rule, and to place the secured creditor on the same footing as in bankruptcy, where he was only entitled to prove for the balance of his debt after realizing or valuing his security. In *Re Hopkins* (18 Ch. D., p. 377) JESSEL, M.R., spoke more guardedly and stated this as "one object, and probably the principal object, of the section." On the other hand, in *Re Witherssea Brickworks* (16 Ch. D. 337) the judgments in the Court of Appeal clearly indicate that the whole object of section 10 was attained by the abolition of the rule in favour of secured creditors. "The creditor [in bankruptcy]," said LUSH, L.J., "could only prove for the balance of his debt after deducting the value of his security. The whole object of section 10, as it appears to me, was to make this rule in bankruptcy applicable to administration of the assets of deceased persons, and to winding up."

In accordance with this view of the section, the Court of Appeal held in *Lee v. Nuttall* (*supra*) that, since an executor's right of retainer did not make him a secured creditor within the meaning of section 10, his right to retain was not affected by the section; and in *Re Maggi* (20 Ch. D. 545) FRY, J., held that the section affected only the rights of the class of secured creditors as conflicting with those of the class of unsecured creditors; not the rights *inter se* of the members of those classes. "I come to the conclusion," said the learned judge, "that the narrower construction must be given to section 10, and that it relates only to the rights of secured as against unsecured creditors considered as two conflicting classes of creditors, but that it does not affect the rights of the members of each of the two classes of secured and unsecured creditors *inter se*." Consequently, where an unsecured creditor had recovered judgment against the executor before the date of the judgment in an administration action, the former rule applied, and, notwithstanding section 10, he was entitled to priority over all other creditors of the same class. Section 10 did not import into administration the bankruptcy rule that,

subject to specified preferential and deferred debts, all provable debts shall be paid *pari passu*.

It is obvious, however, that this construction of section 10 omits to notice that the rules of bankruptcy are imported into administration not only "as to the respective rights of secured and unsecured creditors," but also "as to debts and liabilities provable," and this omission has caused difficulty in applying the decisions above referred to. An attempt to extract from them some intelligible principle which should be consistent with the words of the section was made by the Court of Appeal in *Re Leng* (43 W. R. 406; 1895, 1 Ch. 652), and inasmuch as certain bankruptcy rules, such as the reputed ownership clause, the fraudulent preference clause, and the section defeating voluntary settlements, are, upon the authorities, excluded from administration, it was suggested that section 10 has no effect in increasing the assets available for distribution, but applies only in respect of their distribution. "As regards swelling the assets to be distributed," said A. L. SMITH, L.J., "it appears to me that the cases have decided that the law of bankruptcy does not apply, but as regards the proofs to be allowed, I find no case binding me to hold that the rules of bankruptcy do not apply." And LINDLEY, L.J., treating the cases of *Lee v. Nuttall* and *Re Maggi* (*supra*) as exceptional, observed that he could not go so far as to say that the general rule in bankruptcy which requires debts (with some exceptions) to be paid *pari passu* was not applicable in the administration of insolvent estates. It is to be observed that the Preferential Payments in Bankruptcy Act, 1888, expressly (section 1 (6)) extends the preferential payments therein specified to the case of a deceased person who dies insolvent, and in *Re Leng* LINDLEY, L.J., held that the effect of section 10 of the Judicature Act, 1875, taken with section 1 (6) of the Act of 1888, was to include in the law of administration all rules as to priorities expressly enacted by any statute, and made applicable in the event of bankruptcy. Such a rule is contained in section 3 of the Married Women's Property Act, 1882, which postpones a wife's claim against her husband's estate in bankruptcy to the claims of his other creditors, and it was decided in *Re Leng* that this is one of the rules as to debts provable which by section 10 of the Judicature Act, 1875, is imported into the administration of insolvent estates.

Upon this state of the authorities COZENS-HARDY, J., has had to deal in *Re Whitaker* with the case of a voluntary bond given by an obligor who subsequently dies insolvent. According to the old rule in administration, such bonds are postponed to debts based upon valuable consideration, but in the bankruptcy law there is nothing to exclude them from the general rule that all debts are to be paid *pari passu*. Upon the view that section 10 applies only to regulate the respective rights of secured and unsecured creditors it seems clear that the section would not affect the order in which a voluntary debt should be paid. If on the one side the executor keeps his right of retainer, and the creditor who has obtained judgment is allowed the priority given to him by the old law, so on the other the rule postponing the voluntary creditor ought still to prevail. But the former cases were decided before the courts were willing to allow to section 10 its full effect in placing the distribution of assets in administration on the same footing as in bankruptcy, and since *Re Leng* it is clear that the case of the voluntary creditor must be treated otherwise than it would have been had *Re Maggi* remained uncriticized. It is quite possible that *Re Leng* will be found to have virtually overruled *Re Maggi*, and that the judgment creditor will lose the priority which the latter case allowed him. But however this may be, it would be difficult now to introduce further distinctions as to priority of debts between bankruptcy and administration, and in the present case COZENS-HARDY, J., has held that this is not to be done. The result of the authorities is, he says, that, although in a court of first instance the priority of judgment debts may still have to be acknowledged as an exception, the general principle is that the bankruptcy rules ought to apply in dividing the assets of an insolvent estate. Voluntary debts, accordingly, rank with other debts precisely as they would in bankruptcy, and the old rule of equity by which such debts were postponed is abrogated by section 10 of the Judicature Act, 1875.

REVIEWS.

LEGAL BIBLIOGRAPHY.

WHERE TO FIND YOUR LAW: BEING A DISCURSIVE BIBLIOGRAPHICAL ESSAY UPON THE VARIOUS DIVISIONS AND SUB-DIVISIONS OF THE LAW OF ENGLAND, AND THE STATUTES, REPORTS OF CASES, AND TEXT-BOOKS CONTAINING SUCH LAW; WITH APPENDICES FOR FACILITATING REFERENCE TO ALL STATUTES AND REPORTS OF CASES, AND WITH A FULL INDEX. SECOND EDITION, REVISED AND ENLARGED. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Horace Cox.

There is much in this book which is interesting, and also, we are glad to say, amusing, but for practical purposes its form might have been considerably improved. We refer in particular to the citation of statutes and of cases. Under the law of companies, for instance, the various Companies Acts should be given in a tabulated list, and not embodied in the text and mixed up with Friendly Societies and Building Societies Acts, as at p. 199. So at p. 174 the list of statutes relating to the law of landlord and tenant should have been put in a form more calculated to catch the eye, and further indication of the nature of each should have been added. The manner in which Mr. Jelf introduces his leading cases is perhaps even more open to criticism than his citation of statutes. We doubt whether it can be of any practical use simply to cite some dozen cases on a branch of law so wide as that of public statutory undertakings (p. 204), or joint-stock companies (p. 200), or landlord and tenant (p. 176), or real property (p. 64). But even if there are persons who would resort to Mr. Jelf's work for their case law instead of to the ordinary text-books, what would they make of such a reference as "*Nind v. The Nineteenth Century Building Society* (1894, 2 Q. B. 226), where certain obscurities under the Conveyancing Acts, 1891 and 1892 [*sic*], are discussed." All cases discuss obscurities of some kind or other, but the law-seeker wants to know whether it is his particular obscurity which is discussed. In describing the various text-books Mr. Jelf is more successful, though even here he could in many cases have better attained his object by giving simple lists of the works rather than by stringing the titles together in the text with a running commentary of his own. But while the work does not seem to have been cast in the form in which it would have been most practically useful, yet it contains a great amount of information on the bibliography of law, information which must have been the result of arduous research; and as a guide to all text-books, ancient and modern, in the various branches of law, Mr. Jelf's book stands, we believe, alone. In this respect it is a work of undoubted utility.

CONVEYANCING.

PRINCIPLES AND PRACTICE IN MATTERS OF, AND APPERTAINING TO, CONVEYANCING. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. Geo. Barber.

Mr. Indermaur is already well known by works—notably his "*Principles of Common Law*"—which, while primarily intended for students, are by no means wanting in usefulness to the practitioner. In the present volume he breaks new ground and deals with a subject which, for the purpose of every-day routine, is probably the most important of any. A glance at the table of contents reveals half way down the novel head of "*Interlude*," and a title so tempting will probably induce the reader to turn to it forthwith. He will find that it is Mr. Indermaur's mode of marking off the earlier part of the work, which deals with the ownership of property and the various estates and interests therein, and with their acquisition, alienation, and devolution, from the practical conveyancing which forms the second part. In each part the subject-matter is set forth in good arrangement and in lucid terms. Mr. Indermaur wisely introduces in an early chapter the distinction between legal and equitable interests, and thus gives the student the chance of getting from the start a symmetrical view of the subject he is following. In the practical part the first four chapters deal with sales, taking up in order the title to be shewn to property, contracts for the sale of land, investigation of title, and purchase deeds and completion; and then Mr. Indermaur discourses on leases, mortgages, settlements, and wills. A chapter is added on registration, and another on stamps, death duties, and costs. Considerable skill has been shewn in picking out the important points in these various subjects, and the student who has digested the volume ought to find himself very fully equipped. The cases to which Mr. Indermaur refers are well chosen, and without overloading the text he gives enough to place the reader on the path of any fuller investigation that may be necessary. The style of the book is interesting and we apprehend that it will prove very useful.

EXCISE LAWS.

THE EXCISE LAWS: A PRACTICAL ARRANGEMENT OF THE LAWS RELATIVE TO THE EXCISE AND TO THE STAMP DUTIES ON CARDS

AND MEDICINES, TOGETHER WITH THE ACTS RELATING TO LICENCES GRANTED BY JUSTICES. WITH NOTES, TABLES OF CASES, STATUTES, &c., AND ALSO TABLES OF DUTIES, INCLUDING DUTIES OF CUSTOMS. By NATHANIEL J. HIGHMORE, Barrister-at-Law, Assistant Solicitor of Inland Revenue. SECOND EDITION. TWO VOLUMES. Her Majesty's Stationery Office.

This work has been prepared under the direction of the Commissioners of Inland Revenue, and consists of the text of the statutes relating to the excise law, with notes. These notes contain references to a large number of decided cases, cross-references to statutes, and particulars of notices and orders which have appeared in the *Gazette*. The first volume contains the Acts dealing with management and with the duties payable on goods of all sorts, and includes a table of such duties. The second volume deals with excise licences, and includes the statutes regulating the granting of liquor licences by justices in England, Ireland, and Scotland. It is not quite obvious why these Acts are included in the work, and it may reasonably be suggested that the Licensing Acts are of interest and importance chiefly to a class of lawyers who are not much concerned with the excise laws, and *vice versa*. The book will certainly prove very useful to all persons who have frequently to deal with this branch of the law, as in these volumes they will probably find ready to hand everything they are likely to require. Its preparation must have given the editor a vast amount of trouble, but he has evidently not shirked his task. His work has been done thoroughly and well, and will no doubt be fully appreciated by those using the book.

LONDON BUILDING ACT.

THE TRIBUNAL OF APPEAL UNDER THE LONDON BUILDING ACT: MANUAL FOR APPELLANTS. By CHARLES H. LOVE, Clerk of the Tribunal. P. S. King & Son.

This is a useful guide to the practice as to appeals to the tribunal constituted under section 175 of the London Building Act, 1894. Such appeals (which relate to all kinds of matters connected with the erection of buildings in London) are numerous, and the author is quite justified in publishing this little book for the use of those concerned therein. The practice is the subject dealt with; commentary on the law is beyond the scope of the work.

BOOKS RECEIVED.

Practical Forms of Agreements relating to Sales and Purchases, Enfranchisements and Exchanges, Mortgages and Loans, Letting and Renting, Hiring and Service, Building and Arbitrations, Debtors and Creditors, &c. With Variations and Notes. By H. MOORE, Esq. Fifth Edition. Revised and Edited by HERBERT PEROTVAL, LL.B. (Cantab.), Barrister-at-Law. William Clowes & Son (Limited). Price 20s.

The Law of Agency. By R. GRESLEY WOODYATT, Barrister-at-Law. William Clowes & Son (Limited). Price 8s. 6d.

The Law and Practice Relating to Letters Patent for Inventions, with full Appendices of Statutes, Rules, and Forms. By ROGER WILLIAM WALLACE, Esq., Q.C., and JOHN BRUCE WILLIAMSON, Esq., Barrister-at-Law. William Clowes & Son (Limited).

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law. Assisted by other Members of the Bar. With American Notes by LEONARD A. JONES, A.B. LL.B. (Harv.). Vol. XXI.: Payment—Purchase for Value. Stevens & Sons (Limited). Price 25s. net.

Ames on Forgery, Its Detection and Illustration. With Numerous Causes Célèbres (Illustrated). By DANIEL T. AMES. Bancroft-Whitney Co., San Francisco.

On Monday, at the Stafford Assizes, says the *Times*, at the conclusion of the labours of the grand jury, their acting foreman, Mr. Frank James, addressing Mr. Justice Bucknill, said that the grand jurors desired him to mention to his lordship those cases in which offences were alleged to have been committed upon women and young children. There were several such in the calendar, all of them serious, while one in particular shewed (if the facts were true) that an outrage of peculiar atrociousness had been committed. On a former occasion the grand jurors for the county of Stafford had made a presentment which set forth that for such crimes corporal punishment was the fitting and indeed the necessary penalty. The present grand jury desired to repeat and emphasize that proposition, and desired that a memorial embodying it should be laid before the Home Secretary. Mr. Justice Bucknill, in discharging the grand jury, said that he could not express any official opinion upon the representation which the grand jurors had just made, but he would take care that it was duly forwarded to the proper quarter. Speaking, however, simply as an individual and not in his official character, he must say that he personally agreed with the remarks to which he had listened; in his own view the punishment of the cat, inflicted for such crimes as had been mentioned, could not justly be called degrading, and it might prove a deterrent.

CORRESPONDENCE.

STAMP DUTY ON AGREEMENTS FOR SALE AND PURCHASE OF LAND.

[To the Editor of the Solicitors' Journal.]

The following correspondence has been sent to us for publication :

Law Institution, Chancery-lane, W.C.
20th July, 1900.

Dear Sir,—Several members of this society have written stating that on presenting conditions of sale with the ordinary agreement stamp they were met with a refusal to affix the proper stamp, on the ground of one of the conditions being to the effect that no objection or requisition shall be made on account of any deed or document dated before the passing of the Customs and Inland Revenue Act, 1888, being unstamped or insufficiently stamped.

The Council will esteem it a favour if you will inform them whether this has the authority of the Commissioners, and if so, will you be good enough to state on what provision in the Stamp Act they rely in exercising a discretion whether they will stamp a document with the proper stamp.—I am, dear sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

Sir H. W. Primrose, K.C.B., C.S.I., Chairman of the Board,
Inland Revenue, Somerset House.Inland Revenue, Somerset House, London, W.C.,
26th July, 1900.

R. 2320 S. 1900.

Sir,—Sir H. Primrose has submitted to the Board of Inland Revenue your letter of the 20th inst., addressed to him in the matter of the stamping of conditions of sale which provide that no objection or requisition shall be made on account of any deed or document dated prior to the Customs and Inland Revenue Act, 1888, being unstamped or insufficiently stamped.

The Board desire me to explain that there is no statutory period allowed for stamping without penalty documents of this class, the period of fourteen days, which it has been the practice of the Board to allow in the case of agreements under hand, being purely a concession on their part. Seeing that the "conditions of sale" contain a clause which might, and doubtless does, facilitate an evasion of duty, or prolong delay in payment of it, they felt themselves justified in withholding the concession and in requiring the penalty which has been incurred to be paid. In this connection I may refer you to the judgment of Sir E. Sugden, Lord Chancellor of Ireland, in the case of *Abbott v. Stretton* (3 Jones & Latouche 625).

The Board, however, are disposed, in view of the representations which have been made of the inconvenience and hardship which will result from their recent directions to their stamping officers, to suspend the operation of their orders for an interval, so that persons interested may have due notice of the practice which the Board intend in future to pursue. They have accordingly ordered that no objection shall be taken to stamping any conditions of sale which may be presented within fourteen days of their execution for that purpose up to the 31st of October next; but it must be clearly understood that after that date the Board will refuse to stamp without payment of the full penalty of £10 any such document which contains the condition to which they object, and they have desired me to state that they would be glad if your society would make this decision known amongst its members.

It may be well also to mention that the Board will not be prepared to accede to any application for the remission of penalty on any deed which may have been subject to any such condition.—I am, sir, your obedient servant,

E. E. N. BOWER, Assistant Secretary.

E. W. Williamson, Esq.

A STRANGE ADVERTISEMENT.

[To the Editor of the Solicitors' Journal.]

Sir,—The advertisement marked in the enclosure seems to go rather beyond anything of the kind usually seen. The cutting is from a recent number of the *Paper Trade Journal*, and was sent to me by a client in the paper trade who was astonished to find a solicitor guilty of such conduct.

JOHN F. HIRST.

5, Harrison-road, Halifax, July 26.

The following is the advertisement referred to by our correspondent:—

"A solicitor, recently admitted, but with considerable experience in all branches of the profession, desires to make arrangements with one or two business houses or public companies, to do all their legal work at a salary.—Address, A.B., 74, Stockwell Park-road, S.W."

A somewhat amusing incident occurred at the congratulatory dinner to the Solicitor-General, which took place in the Inner Temple Hall on Wednesday in last week. As the dinner was given by a number of the members of the bar, the judges were not invited to attend, but the Lord Chancellor, apparently not knowing there was any such restriction, presented himself at the Inner Temple (of which he is a bencher) on the night in question and was duly ushered in to the dinner, where he received a most cordial welcome. His lordship made a little speech during the evening, in the course of which he stated that he was not present as Lord Chancellor, but as a member of the bar, to which body, he said, he should always be proud to belong.

CASES OF THE WEEK.

High Court—Chancery Division.

Re MARTYN. COODE v. MARTYN. Kekewich, J. 20th July.

SETTLED LAND—PERSON HAVING POWER OF TENANT FOR LIFE—"ESTATE AND INTEREST IN POSSESSION"—TRUST FOR ACCUMULATION FOR DEBTS OR "OTHER PURPOSE"—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 58 (1) (vi.).

R. E. P. Martyn, tenant in tail in possession of certain real estate under the will of E. Martyn, deceased, disentailed the property, and by his marriage settlement, dated the 29th of March, 1894, conveyed it, subject to certain annuities charged upon it by the will, to trustees, to the use that his wife should receive a rent-charge of £200 a year, and subject thereto to the use that he himself should receive such a rent-charge as with what should be payable to himself in respect of an annuity given him by the will should make up £500 a year, and subject thereto to the use of the trustees for a term of twenty-one years, upon trust to apply such part of the rents and profits as they might think fit, firstly, in keeping all buildings on the estate insured and in repair; and secondly, for the maintenance of himself, any wife of his and their issue, and that they should then accumulate the residue of the rents and profits as therein directed until the determination of the term, such accumulated fund to be deemed capital money arising under the Settled Land Acts from the settled estates. Subject to the term, the trustees were to hold the settled property to the use of R. E. P. Martyn himself for his life with remainder over in strict settlement. This was a summons by the trustees of the settlement to determine (*inter alia*) whether R. E. P. Martyn had the powers of a tenant for life under the Settled Land Act, 1882, section 58 (1) of which provides: "Each person as follows shall, when the estate or interest of each of them is in possession, have the powers of a tenant for life under this Act. . . (vi.) A tenant for his own or any other life . . . whose estate . . . is subject to a trust for accumulation of income for payment of debts or other purpose."

KEKEWICH, J., said: The question at issue is short and simple. Has Mr. Martyn, although not actually tenant for life within the meaning of the Settled Land Act, 1882, the powers of a tenant for life within the meaning of that Act? That depends upon section 58 of the Act, and particularly on the words "when the estate or interest of each of them is in possession." To have the estate "in possession" is the qualification which runs through the whole of the section. Under the will Mr. Martyn is tenant for life subject to the payment of certain annuities. I need not dwell on that. It has been decided again and again that such a person has the powers of a tenant for life. But under the marriage settlement there is more difficulty. There you have the ordinary language of a gift of an estate for life, subject to a term for twenty-one years, by which accumulations are directed in order to increase the estate. The question is, has Mr. Martyn the powers of a tenant for life during the continuance of that term? That turns on section 58 (vi.) of the Settled Land Act, "a tenant for his own life . . . subject to a trust for accumulation of income for payment of debts or other purpose." Now, such estate as Mr. Martyn has is in possession subject to the term. He can assign or deal with it. That distinguishes this case from that of *Re Strangways, Hickley v. Strangways* (35 W. R. 83, 34 Ch. D. 423) and other cases where, as the estate for life was only to be created under an executory trust at the end of the term, it was held that, there being no estate in possession until the determination of the term, the person entitled had not during its continuance the powers of a tenant for life. But that is not the case here. Mr. Martyn is in the position of a tenant for life subject to the term. It is true the accumulation directed is not for the payment of debts, but it is for "other purpose," in my opinion, within the meaning of section 58 (vi.) of the Act. Payment of debts is, I think, put in to the sub-section by way of illustration only. I think, therefore, that Mr. Martyn has the powers of a tenant for life given by the Settled Land Act under the will and the settlement.—COUNSELL, Warrington, Q.C., and S. Leake; P. O. Lawrence, Q.C., and J. G. Wood; Renshaw, Q.C., and T. T. Methold; J. B. Howard. SOLICITORS, Bell, Steward, & May, for Carlyn & Stevens, St. Austell, Cornwall; Coode, Kingdon, & Cotton; Roscliffes & Co.

(Reported by C. C. HENSLEY, Barrister-at-Law.)

ASSETS DEVELOPMENT CO. (LIM.). v. CLOSE BROTHERS & CO, AND OTHERS. Buckley, J. 9th, 10th, 11th, 12th, 13th, 16th, 17th, 18th, 19th, 27th July.

PRACTICE—COSTS—HIGHER SCALE—ALLEGATION OF FRAUD—SPECIAL GROUND—R. S. C., LXV.

This was an action to set aside or vary an agreement made in May, 1898, between the plaintiff company and the defendants Close Brothers, as the result of previous transactions of a long and complicated character. The story began in 1895, when the plaintiff company was formed, and when a scheme was set on foot by the agents of another company called during the trial the "B. C. D. A." Co. for making a railway from Skagway, in the State of Washington, or the Province of British Columbia (the territory being in dispute between the two countries), to the White Pass, and thence to the Yukon River, for the purpose of providing access to the Klondyke goldfields. Various concessions were obtained from the Dominion of Canada and the Province of British Columbia, and a separate company was formed for each separate territory through which the railway was to pass, and these rights were, in January, 1898, agreed to be purchased by the plaintiff company, and at the same time the defendants Close Brothers advanced the sum of £10,000 to the plaintiff company upon the security of an agreement to repay the sum, and to transfer certain shares in one of the companies

to the lenders. After other transactions an agreement dated the 16th of May, 1898, was made between the plaintiff company and the defendants Close Brothers for the plaintiff company to transfer certain shares in the other companies and in one about to be formed to Close Brothers, and thereupon the debt of £10,000 was to be released. The plaintiff company alleged that they had been induced to enter into this agreement by false representations, and that the effect of the agreement of the 16th of May, 1898, and of a later agreement entered into by them upon the same representations was to lessen by £50,000 certain moneys payable to them, and to vest certain shares in the defendants Close Brothers without any consideration. They therefore claimed to have the agreement of May, 1898, set aside or varied, and to be declared entitled to certain shares held by the defendants. The trial lasted nine days without any evidence being given on behalf of the defendants, and the judgment occupied more than thirty folio pages of print. The learned judge gave judgment for the defendants Close Brothers, with costs. They thereupon applied for the costs to be taxed upon the higher scale under ord. 65, r. 9.

BUCKLEY, J.—I wish it were in my power in every case to make the unsuccessful litigant indemnify the successful one against his costs, but it is not so. All I can do is to allow costs on the higher scale if I think that allowances ought to be made upon special grounds arising out of the nature and importance of the case. In the case of *Wilkinson v. North Staffordshire Railway Co.* (L. R. 32 Ch. D. 399) Cotton, L.J., said that he had great difficulty in understanding the meaning of the rule, and I share the difficulty. In that case the Court of Appeal decided that the fact that the amount in dispute was large, or that the questions to be determined were difficult, did not bring the case within the rule. I must therefore disregard the statement that the preparation of the brief was a matter of difficulty and labour, as it would be so where difficult questions of fact and law were involved. In *Paine v. Chisholm* (39 W. R. 353; 1891, 1 Q. B., p. 534), Lord Esher says: "The conditions, therefore, on which such an order may be made are these—first, there must be something in the nature or importance of the case, or there must be some difficulty or urgency in it; and then there must also be special grounds arising therefrom for making the order." Now, the special ground put forward here is that the pleadings allege fraud and misrepresentation, and attribute fraudulent conduct to the defendants. I do not see that the fact of fraud being alleged is necessarily a special ground. I think that the meaning of the rule is that the nature or importance of the case must necessitate the plaintiff spending more money in having to call a more expensive class of witnesses. Upon that ground it has been held in some patent cases that the fact that the evidence given by the successful party is that of expert witnesses, who have to be paid according to their professional experience and capacity, is a special ground arising from the nature of the case. One can lay hold of something there, but I cannot lay hold of anything in the mere fact that fraud has been alleged. In *Paine v. Chisholm*, where that was the case, the higher scale was refused. But I do not know that that case went as far as I am going here. That was an ordinary case, and there was no difficulty in getting it up. This case is not an ordinary one, and involved a great deal of investigation; but I think that I must hold, upon the authority of the two cases I have mentioned, that the mere fact that fraud is alleged is not a special ground within the meaning of the rule. Costs on the higher scale refused.—COUNSEL, *Haldane, Q.C., Astbury, Q.C., and Martelli*; *Sir E. Clarke, Q.C., Warrington, Q.C., and Austen Cartmell*; *Swinfen Eady, Q.C., Younger, Q.C., and Bryan Farrer*; *H. Terrell, Q.C., and Jessel*. SOLICITORS, *Watson, Thomas, & Co.; Longbourne, Stevens, & Co.; Lee & Pemberton*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

Re WEST AUSTRALIAN TRUST. Ex parte BROCK. Buckley, J. 23rd July.

COMPANY—RECTIFICATION OF REGISTER—MISREPRESENTATIONS IN PROSPECTUS—CONCEALMENT OF MATERIAL FACTS.

This was a motion to rectify the register of the above-named company by removing the name of the applicant, who had subscribed for 1,000 shares of £1 each on the faith of a prospectus issued by the company shortly after incorporation, and to order the return of £750 paid up thereon with interest at 4 per cent. This prospectus was issued on the 19th of August, 1895, offering for subscription 50,000 ordinary shares of £1 each out of a total capital of 290,000 ordinary shares of £1 each and 200,000 deferred shares of 1s. each. Brock was sent a copy by his broker, who spoke favourably of Brock of the company's chances, and Brock read the prospectus and applied for the shares in question. Frederick Augustus Thompson, the founder of the company, died in September, 1895. The defendant paid 15s. in calls on each £1 share, but did not pay a further call of 1s. made in December, 1898. He was at that time dissatisfied with the company's position, and shortly afterwards set inquiries on foot, as a result of which notice was given in April, 1899, of the above motion for rectification on the ground of fraudulent misrepresentations and omissions in the prospectus of the company. This stated that the company would immediately acquire from the founder of the company his interest in certain options over the gold mining properties in Western Australia and New Zealand therein specified, and continued as follows: "The only consideration which the founder will receive in exchange for the above options and contract, with all contingent benefits, without any further profit whatever to himself, is the allotment to him or his nominees, as fully paid, of the deferred shares of the company, which are of the nominal value of £10,000, and the option to subscribe for the remaining 240,000 ordinary shares for which the company is to be paid par. The company will, in addition, refund the actual cash outlay expended by the founder in acquiring the options and contract, and in maintaining them. Under the arrangements made with the founder the company has secured

the services of Messrs. James & Thompson (Limited) (a concern in which the founder has a large interest) as its agents in Western Australia. The company will have the refusal of all West Australian properties which Messrs. James & Thompson (Limited) control, and they will depend for their remuneration entirely on commissions payable only out of profits made by this company upon their introductions, their fixed salary being a sum which will not nearly cover their necessary expenses." The documents relating to the options referred to in the prospectus included: "(2) Agreement, dated the 23rd of April, 1895, between the Cromwell Gold Co. (Limited) and James Durie Pattullo and the said Frederick Augustus Thompson." The only contract entered into by the company was stated to be one dated the 19th of August, 1895, and made between Frederick Augustus Thompson of the one part and the company of the other part. It appeared that the agreement of the 23rd of April, 1895, was an agreement to which Thompson was expressed to be party "for and on behalf of an intended company" which was to be formed to take over the assets of the Cromwell Co. then in liquidation on the terms therein mentioned, and Thompson appeared to have no beneficial interest thereunder. It appeared further that under the contract of the 19th of August, 1895, the company were to take over the obligation of the founder to issue shares to certain persons as part of the consideration for the options acquired by him, and that the founder was to be appointed managing director at a large salary, and to let to the company the use of a secretary and offices, and that a big salary and commission were to be paid to James & Thompson (Limited). James and Thompson were individually mining engineers who appeared to have done some agency business in Western Australia. The limited company was incorporated on the day the prospectus was issued to take over this agency business, but beyond a single £1 share issued to Thompson as a subscriber of the memorandum of association, and six similar shares issued to the six other subscribers, no shares were issued, and that company never in fact did any business.

BUCKLEY, J., held that, the founder's interest in the Cromwell property in New Zealand not being beneficial, he had nothing which could be described as an option or contract in that property, and the statement in regard thereto in the prospectus was not true. He also held that the above statement as to the consideration taken by the founder was inconsistent with the several benefits given to him by the contract of the 19th of August, 1895, which ought to have been stated in the prospectus, and that their omission from the prospectus was fraudulent in law. James & Thompson (Limited) was never an effective company with real capital, but was a mere shell, and even as a shell did not control any property at all, and the statements in regard to them, though made in the belief they would come true, had proved to be false. The applicant was therefore entitled to have his name removed from the register and to get back his money with interest as prayed.—COUNSEL, *Astbury, Q.C., and Romer*; *Whinney and Martelli*. SOLICITORS, *Albert Leaser*; *Ashurst, Morris, Crisp, & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Re WHITAKER. WHITAKER v. PALMER. Cozens-Hardy, J. 17th, 18th, and 30th July.

ADMINISTRATION—INSOLVENT ESTATE—VOLUNTARY DEBTS—PRIORITY—SUPREME COURT OF JUDICATURE ACT, 1875 (38 & 39 VICT. c. 77), s. 10.

The testator, William Augustus Whitaker, on the 1st of October, 1889, made a voluntary settlement in favour of his lunatic son, by which he covenanted to pay to trustees the sum of £200 a year during his life for the benefit of his son, and after the testator's death his executors should pay the sum of £5,000 to the trustees, the income of which was to be paid to the son. The testator died on the 6th of March, 1898. At the date of his death there was owing to the son's trustees as arrears of the annuity the sum of £86 12s. 5d., together with the principal sum of £5,000. The testator's estate was insolvent, and the question now was whether the amount due to the son's trustees ought to be postponed to debts for valuable consideration.

COZENS-HARDY, J., said: It is beyond doubt that prior to the Judicature Act the rules applied by the Court of Chancery in administering an insolvent estate differed in many respects from those applied by the Court of Bankruptcy. In particular secured creditors were entitled to a dividend on the full amounts of their debts, and voluntary bonds were postponed to other debts, whereas in the Court of Bankruptcy secured creditors only proved for the balance after valuing their securities, and all creditors, including judgment creditors, were paid rateably. [His lordship then read part of section 10 of the Judicature Act, 1875.] This section altered the law to some extent, and it has given rise to much discussion. It has, however, been finally decided that the section does not in all respects assimilate the administration in the Chancery Division to the administration in bankruptcy. It does not augment or enlarge the assets to be administered. For this purpose the rules of bankruptcy have no application. The precise extent to which the section alters the mode in which the assets are to be divided have to be considered. There are observations in some of the earlier cases to the effect that the object of the section was only to put an end to the rule by virtue of which secured creditors proved without valuing their securities. On a consideration of the cases the result seems to be that, although in a court of first instance the priority of judgment debts may still have to be acknowledged as an exception, the general principle is that the bankruptcy rules ought to apply in dividing the assets of an insolvent estate. In the present state of the authorities I think that I am bound to hold that voluntary debts must rank with other debts precisely as they would in bankruptcy, and that the old rule of the Court of Chancery by which such debts were postponed must be regarded as abrogated by section 10 of the Judicature Act, 1875.—COUNSEL, *Vernon Smith, Q.C., and S. B. L. Druse*; *Lee, Q.C., and Edward Ford*; *Capron*. SOLICITORS, *Gamlin, Burdett, & Gamlin*; *Ridgale & Son*; *Belfrage & Co.*

[Reported by J. H. DAVIES, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE QUEEN v. BUTTON. C. C. R. 28th July.

CRIMINAL LAW—FALSE PRETENCES—FALSE STATEMENTS MADE BY INTENDING COMPETITOR IN A RACE WITH INTENTION TO INCREASE HIS CHANCE OF A PRIZE.

Case stated by the Recorder of Lincoln. The defendant was convicted at the Lincoln Quarter Sessions of attempting to obtain certain goods—viz., prizes offered for competition in a foot-race—by false pretences. At an athletic meeting at Lincoln two prizes of ten guineas each were offered—one for a 120 yards and the other for a quarter of a mile foot-race. Amongst the names sent in for these races was the name of one Sims, and the forms of entry contained statements as to the races in which Sims had recently run, and a statement that he had never won a race; they purported to be, but were not in fact, signed by Sims, nor did he know anything of them; the statements as to his name, address, and performances as a runner were correct. As a result of these statements the handicapper gave Sims considerable starts in both races. Sims was not present at the athletic meeting, but was personated by the defendant, who was a good runner, and, aided by the starts, won both races easily. After the races, in reply to questions by the handicapper, the defendant stated that he really was Sims, and that the statements in the entries were correct, and that he had never won a race. These statements were untrue as to the defendant. The handicapper would not have given the defendant the long starts if he had known his name and athletic antecedents. The defendant did not apply to have the prizes given to him. The recorder directed the jury to find the defendant guilty if they thought that he made the false representations intentionally and fraudulently with intent to obtain the prizes. The questions for the court were whether this direction was correct and whether the attempt to obtain the prizes was too remote from the pretence. *Reg. v. Eggleton* (6 Cox C. C. 559) and *Reg. v. Lerner* (14 Cox C. C. 497) were cited.

THE COURT (MATHEW, LAWRENCE, WRIGHT, KENNEDY, and DARLING, JJ.) affirmed the conviction.

MATHEW, J., said that *Reg. v. Lerner* was said to be an authority in favour of the defendant, because in that case, the facts being similar to those in the present case, the Common Serjeant after consultation with Stephen, J., had held that the false pretences were too remote. But the Common Serjeant directed the jury according to his own impression of what Stephen, J., thought. The questions were questions of fact—with what intention did the defendant enter for the races? was it to obtain the prizes? and was that intention too remote? No reasonable man could doubt how these questions should be answered. It was said that the defendant had acted as he did "for a lark." The jury had expressed their opinion upon that point. It was also said that his winning the races was due to his own prowess: but it was also due to his false pretences. It was said, again, that the criminal intention involved in the false pretences was exhausted when the entry for the races was made and the handicap obtained, and that there could be no conviction unless a further act was done—viz., application made for the prizes. That argument was too subtle. Had the defendant not been found out he would no doubt have applied for the prizes. The jury had found that the pretences were not too remote and the conviction was good.

LAWRENCE, WRIGHT, KENNEDY, and DARLING, JJ., concurred. Conviction affirmed.—COUNSEL, J. P. Hughes; M. Shearman and T. Hollis Walker. SOLICITORS, Simey & Simey, for Tolls, Lovell, & Clineh, Maidstone; A. L. Rayner.

[Reported by T. R. C. DILL, Barrister-at-Law.]

THE QUEEN v. STREETER. C.C.R. 28th July.

CRIMINAL LAW—RECEIVING STOLEN GOODS—GOODS STOLEN BY MARRIED WOMAN FROM HER HUSBAND—LARCENY ACT, 1861 (24 & 25 VICT. C. 96), s. 91—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), ss. 12, 16.

Case stated by the chairman of the West Sussex Quarter Sessions. A woman, Ellen Tickner, and the defendant William Streeter were indicted for larceny of certain goods and a sum of £27, and there was a count for receiving the goods and money knowing them to have been stolen. The goods and money were the property of Tickner's husband, and it was proved that Tickner had removed the goods from her husband's house, and sent them to Streeter, who received them, and that Tickner had afterwards left her husband's house and gone to live with Streeter, who was her paramour. Both goods and money were found in Streeter's possession. The jury found Tickner guilty of larceny and Streeter not guilty of larceny, but guilty of receiving. A wife is made criminally responsible for larceny from her husband by the Married Women's Property Act, 1882, s. 12. Section 91 of the Larceny Act, 1861, provides that "Whoever shall receive any chattel, money, &c., the stealing, taking, &c., whereof shall amount to a felony either at common law or by virtue of this Act, knowing the same to have been stolen, taken, &c., shall be guilty of felony." It was contended on behalf of Streeter that since the stealing by a married woman from her husband did not amount to a felony at common law or by virtue of the Larceny Act, 1861 (but by virtue of the Married Women's Property Act, 1882), Streeter could not be convicted of the felony of receiving. *Reg. v. Smith* (L. R. 1 C. C. R. 266) and *Reg. v. Kenny* (2 Q. B. D. 307) were cited.

THE COURT (MATHEW, LAWRENCE, WRIGHT, KENNEDY, and DARLING, JJ.) quashed the conviction.

MATHEW, J., said that the case was concluded by *Reg. v. Smith*. Formerly there were two cases of stealing for which indictments for larceny would not lie—stealing by a woman from her husband and stealing

by a partner of partnership goods. The partner was made criminally responsible by the Larceny by Partners Act, 1867, the married woman by the Married Women's Property Act, 1882. [His lordship then read section 91 of the Larceny Act, 1861.] The important words were "either at common law or by virtue of this Act." The same question arose in *Reg. v. Smith*, in which it was held that an indictment would not lie for receiving partnership goods stolen by a partner. The decision must be the same in the present case: that an indictment will not lie for receiving goods stolen by a wife from her husband.

LAWRENCE, WRIGHT, KENNEDY, and DARLING, JJ., concurred. Conviction quashed.—COUNSEL, Raven; Graham-Campbell. SOLICITORS, Biggs, Roache, Sawyer, & Co., for Buckwell & Berkeley, Hurstpierpoint; Stoll & Preston. [Reported by T. R. C. DILL, Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLL.
1 August, 1900—FREDERICK LOVELL KEAYS (26, Charles-street, St. James's, London).

NEW ORDERS. &c.
TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Wednesday, the 25th day of July, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1900—E.—No. 2,566).

In the Matter of I. G. Johnson & Co. l.d. Elizabeth Brown (spinster) v. I. G. Johnson & Co. l.d. HALSBURY, C.

Thursday, the 26th day of July, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1900—E.—No. 393).

In the Matter of The English Feister Printing Co. l.d. Emma Frances Whiteway v. The English Feister Printing Co. l.d.

Mr. Justice STIRLING (1900—E.—No. 608).

In the Matter of the English Feister Printing Co. l.d. Millicent Augusta Shaw v. The English Feister Printing Co. l.d. HALSBURY, C.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ADJOURNED ANNUAL MEETING.

The adjourned annual general meeting of the Incorporated Law Society was held on Wednesday at the Society's Hall, Chancery-lane, the President, Mr. R. Ellett (Cirencester), taking the chair.

The meeting was adjourned for the purpose of receiving the report of the scrutineers upon the election by ballot to twelve vacancies on the Council caused by the retirement of ten members in rotation and the resignation of Mr. B. G. Lake and Mr. W. Williams.

The President called on Mr. W. J. Fraser (chairman of the scrutineers) to read their report.

Mr. FRASER thereupon read the report as follows: We, the undersigned, four of the scrutineers duly appointed at the general meeting of the society, held the 13th of July, 1900, to receive and examine the voting papers and to certify the result of the election of candidates for the Council, report as follows: The secretary handed to us on Monday, the 30th of July, a box containing the voting papers, which he informed us had been placed in it as they were delivered, and they were opened and examined by us. The first schedule hereto annexed contains particulars of the total number of voting papers received and the number of papers rejected, and the grounds of rejection. The second schedule contains particulars of the total number of votes in favour of each candidate. The third schedule contains the names of those candidates whom we find and certify to be duly elected. The voting papers have been duly closed up under our seal. 30th of July, 1900.

The first schedule referred to in the annexed report—voting papers received, rejected, &c. The number of voting papers received, of which there were 2,941: (a) received after the prescribed date, 182; (b) unsigned, 6; (c) no name struck out 3.

The second schedule referred to in the annexed report—votes in favour of each candidate:

	Total Votes.
Charles Mylne Barker	1,770
John Wreford Budd	1,932
Harvey Clifton	1,590
Robert Ellett	2,219
Right Hon. Sir Henry Hartley Fowler, M.P., G.C.S.I. ...	2,198
William Howard Gray	1,921
Henry Edward Gribble	1,927
John Hunter	1,880
Henry Manisty	2,057
Thomas Marshall	2,096
Frederic Parker Morrell	2,159
Frank Rowley Parker	2,022
Thomas Rawle	1,897

The third schedule referred to in the annexed report—names of candidates duly elected:

	Total Votes.
Robert Ellett	2,219
Right Hon. Sir Henry Hartley Fowler, M.P., G.C.S.I.	2,198
Frederic Parker Morrell	2,159
Thomas Marshall	2,096
Henry Manisty	2,057
Frank Bowley Parker	2,022
John Wreford Budd	1,932
Henry Edward Gribble	1,927
William Howard Gray	1,921
Thomas Rawle	1,897
John Hunter	1,880
Charles Mylne Barker	1,770

(Signed) W. J. FRASER, Chairman.
LESLIE HUNTER,
HARRY M. CROOKENDEN,
O. B. MARTIN.

It will be seen that the retiring members of the Council have been re-elected. Mr. F. R. Parker (London) and Mr. H. E. Gribble (London) are the new members. Mr. Harvey Clifton (London) was not elected. Mr. Ellett (President), Mr. Morrell, and Mr. Marshall are country members of the Council.

A vote of thanks to the scrutineers, moved by Mr. HARVEY CLIFTON, and seconded by the PRESIDENT, terminated the proceedings.

ANNUAL PROVINCIAL MEETING OF THE INCORPORATED LAW SOCIETY OF THE UNITED KINGDOM.

The Council have accepted an invitation to hold the twenty-seventh annual provincial meeting of the above-mentioned society at Weymouth. It will accordingly be held in that town on Tuesday and Wednesday, the 9th and 10th of October next, and the proceedings will, it is expected, be as follows:—

Monday, the 8th of October.—Members will arrive at Weymouth, and there will be a reception in the evening by Mr. and Mrs. B. Morris, the Mayor and Mayoress of Weymouth.

Tuesday, the 9th of October.—Members will meet at the Sidney Hall at 11 a.m., when the Mayor of Weymouth will take the chair, and Mr. Robt. Ellett, the President of the Incorporated Law Society, will deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, provided at the hall, tickets 2s. 6d. each, and close at 4.30. In the evening Mr. A. Pope, President of the Dorset Law Society, and Mrs. Pope, will be at home at the Hotel Burdon.

Wednesday, the 10th of October.—The meeting will be resumed at 11 a.m., when the reading of papers and discussion thereon will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, as before, and close at 4.30. In the evening there will be the usual dinner, the President of the Dorset Law Society (Mr. Alfred Pope) in the chair. Tickets will be 25s. each.

Thursday, the 11th of October.—Excursions to Portland, Abbotsbury, and other places of interest in the neighbourhood, including visits to H.M. ships stationed in the Roadstead. Fuller details will be issued when the final arrangements have been made.

Each member will be entitled to take a lady to the above entertainments and excursions except the dinner.

Should you propose to attend the meeting, I shall be obliged if you will signify your intention, on or before the 22nd day of August next, to Mr. James Howard Bowen and Mr. W. T. Wilkinson, Maiden-street, Weymouth, joint hon. secretaries of the Reception Committee, who will be happy to give any further information. The hon. secretaries, if desired so to do not later than the 14th of September, will arrange for accommodation either at hotels or private apartments. Applications for dinner tickets should be made to the hon. secretaries not later than the last-mentioned date and be accompanied by a remittance of 25s.

Should the Council be able to make arrangements for a reduction of fares between London and Weymouth by G.W.R. and S.W.R. in favour of members attending the meeting, a notice to that effect will be inserted among the "Information to Members" in the Registry List for August or September.

The Council will be glad to receive communications from members willing to read papers at the meeting.

Should you contemplate favouring the Council with a paper, I am desired to ask you to let me know the subject of it on or before the 22nd of August next. The Council will then consider the subjects proposed, and select such as in their opinion are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected, may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of the Incorporated Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

E. W. WILLIAMSON, Secretary.

* The annual general meeting of the Solicitors' Benevolent Association will be held at the Sidney Hall, Weymouth, on Wednesday, the 10th of October, at 10 a.m.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO SOLICITORS.

Subjects of Examination in the Year 1901.

1. Writing from dictation.
2. Writing a short English composition.
3. (a) The first four rules of Arithmetic, simple and compound; the Rule of Three; and Decimal and Vulgar Fractions; (b) Algebra up to and inclusive of Simple Equations, and the first four books of Euclid.
4. Geography of Europe and History of England.
5. Latin—Elementary.
6. And any two languages to be selected by the candidate out of the following six—namely: (1) Latin, (2) Greek—Ancient, (3) French, (4) German, (5) Spanish, (6) Italian.

With reference to the subjects numbered 3 and 6, no candidate is obliged to take up Algebra and Euclid (No. 3b), but if any candidate elects to do so, he may take up these with one only of the languages (No. 6).

INTERMEDIATE EXAMINATION.

The elementary works selected for the Intermediate Examination of persons under Articles of Clerkship for the year 1901 will be "Stephen's Commentaries on the Laws of England," with the exception of Books IV, and VI. (13th edition).

FINAL EXAMINATION.

Subjects of Examination in the Year 1901.

1. The Principles of the Law of Real and Personal Property, and the Practice of Conveyancing.
2. The Principles of Law and Procedure in matters usually determined or administered in the Chancery Division of the High Court of Justice.
3. The Principles of Law and Procedure in matters usually determined or administered in the Queen's Bench Division of the High Court of Justice, and the Law and Practice of Bankruptcy.
4. The Principles of Law and Procedure in matters usually determined or administered in the Probate, Divorce, and Admiralty Division of the High Court of Justice; Ecclesiastical and Criminal Law and Practice; and Proceedings before Justices of the Peace.

THE BANQUET TO THE UNITED STATES BENCH AND BAR.

On Friday in last week a banquet was given in the Middle Temple Hall to representatives of the bench and bar of the United States.

The Lord Chancellor presided, and there were present: The United States Ambassador, the Hon. S. E. Baldwin (Judge of the Supreme Court of Errors, Connecticut), the Master of the Rolls, the Hon. Chauncey M. Depew, Lord Brampton, the Lord Chief Justice of Ireland, Lord James of Hereford, Lord Lindley, Lord McLaren, the Hon. L. E. McComas, the Attorney-General, the Solicitor-General, Mr. F. Rawle (treasurer of the American Bar Association), the Hon. J. M. Beck (First Assistant Attorney-General of the United States), Lord Robertson, Lord Davey, Lord Justices Smith and Collins, Mr. Justice Mathew, Mr. Justice Matteson, Mr. Justice Mathews, Mr. Justice Bigham, Mr. Justice Hall, Mr. Justice Wurtels, Mr. Justice Lumb, Mr. Justice Phillimore, Mr. Justice Chubb, Mr. Justice Buckley, Mr. Justice G. Barnes, Mr. Justice Stirling, Mr. Justice Wright, Mr. Justice Lawrence, Mr. Justice Denniston, Mr. Justice Darling, Mr. Justice Byrne, Mr. Justice King, Mr. Justice Kennedy, Mr. Justice Cozens-Hardy, Sir R. Couch, the Lord Advocate, the Dean of Faculty of Advocates, and a large number of Queen's Counsel and members of the bar, together with Mr. H. Manisty, Sir G. Lewis, and other members of the solicitors' branch of the profession.

The UNITED STATES AMBASSADOR, in proposing "The Queen," said that those walls had looked down upon many a festive scene, upon many a grand display of hospitality, but he doubted if they had ever witnessed a more graceful and generous occasion than that when the bench and bar of England extended the right hand of fellowship to their professional brethren across the Atlantic. They were all brothers, they were all lawyers—they need not that night except even the judges. He cordially endorsed what Lord Pauncefoot said a few days ago at Hartford—that in America the Queen was regarded with hardly less reverence and admiration than she was in the realms over which she ruled.

The LORD CHANCELLOR proposed "The President of the United States," and the toast was drunk with enthusiasm.

The LORD CHANCELLOR then proposed "The Bench and Bar of the United States." He regretted the absence of the Lord Chief Justice of England, from whom he had received a letter expressing great disappointment at his inability to be present. Having regard to the high qualities which distinguished the bench and bar on both sides of the Atlantic, he extended a hearty welcome to their guests.

The Hon. S. E. BALDWIN, in responding, said that what bound together the lawyers and judges of Great Britain and the United States was the common law. This unity of the common law had welded their States together for more than 200 years. England had always more or less been the Mecca for American lawyers. Westminster Hall, which they all knew in days past, had lost its judicial character, but yet there were the venerable halls of the Temple, and they could still have some feeling of coming home, for the legal ancestors of the representatives of both countries were the same. Their knowledge of the common law was inherited by Americans directly from the men who came out from the

Temple to the wilds and woods of Massachusetts Bay. The Governor of the first English colony in America was a barrister of the Inner Temple. Wherever the English tongue had gone the English law had gone, and in loving devotion to all that made the English law really what it was, Americans and Englishmen were one, standing as it were one under the same flag, not the flag of a country, but the flag of a law, the common law of England.

Mr. T. H. BECK, who responded on behalf of the bar, said that the dinner would go forth as a message of goodwill over the Atlantic, and in all the vast domain of the United States there would be but one expression of absolute and sincere reciprocity. Between the bar of England and the bar of America there was a peculiar and indissoluble tie. There was no American lawyer who had not, at any rate, in spirit, sat at the feet of that great member of the Middle Temple—Sir William Blackstone. The great English jurists were familiar names to every American lawyer.

The MASTER of the ROLLS proposed "Our Other Guests," and said that perhaps no one except the Lord Chief Justice of England had had a more intimate connection with the jurists of America than himself, and he desired to bear his testimony to the thoroughness with which American lawyers appreciated, not the law we honoured here, but the principles of the great profession to which they belonged.

Mr. E. BLAKE, Q.C., M.P., responded to the toast.

Mr. F. RAWLE (treasurer of the American Bar Association), in proposing "The Bench and Bar of England," referred to the ties which bound together the lawyers of Great Britain and America. Close as had always been the relations between the bar of America and that of England, since 1883 they had been drawn closer. It was in that year that Lord Coleridge paid his visit to the United States, and charmed everyone with his cordiality, humour, and cheerful manner, and left behind an ineffaceable memory. But in 1896 the bonds between the lawyers of the two countries were drawn even closer by the great historic event of Lord Russell of Killowen's visit to the United States, when he delivered before the Bar Association of the United States his memorable address on international law, which has done an immense amount of good in bringing the subject prominently and permanently before the public.

Lord Justice A. L. SMITH, in responding for the bench, remarked that the Master of the Rolls had said that probably he knew more great American lawyers than any other man in England. He (the speaker) had not that felicity; indeed, he could say that he never before knew one of them. However, he was confident that on that occasion he should meet in their American guests distinguished men who had been trying all their lives to do what they on the bench of England had been trying to do—namely, to find out where the truth was between the contending parties, and, having found the truth, apply as best they could the law applicable to the facts.

The ATTORNEY-GENERAL, who responded for the bar, reminded the company that forty years ago, in that same hall, the bar of England entertained the most distinguished representatives of the French bar. That was an interesting occasion, but he ventured to say that the event of that evening was a still more genial and pleasant one. The bar of England felt itself one with the bar of the United States.

The LORD CHIEF JUSTICE OF IRELAND proposed the health of the chairman, and Mr. CHAUNCEY M. DEFEW seconded the toast, and said that the Government of the United States was a lawyers' Government. In that country there had been twenty-one Presidents, of whom seventeen had been lawyers, and of their Cabinet Ministers four-fifths had been lawyers. Their Constitution was made by lawyers, their Government institutions of every kind were built up by lawyers, and in the formation of their Government they created a judicial power which should be superior to the sovereignty of the country. It was the Supreme Court of the United States which had the power to say whether the Acts of the Congress and of the President should have force and virtue or not, as well as to interpret the Constitution.

The CHAIRMAN briefly acknowledged the toast.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. CHARLES NICHOLAS WARTON, barrister, who sat in the House of Commons in the Conservative interest as member for Bridport from 1880 to 1885, and afterwards was Attorney-General for Western Australia. Mr. Warton was called to the bar in 1861, and was at one time a well-known figure in the House of Commons. He excited, says the *Daily Telegraph*, much more comment, commotion, and amusement than many whose orations occupy much greater space in Hansard than his ever did. "As a rule, his speeches consisted of two words, 'I object,' and this brief ejaculation invariably caused more dismay to gentlemen ambitious of seeing their proposals passed into law than long and laboured criticisms from argumentative opponents. These were the days of unamended rules of procedure, and after a certain hour one member sufficed to put a spoke in the wheel of the legislative machine. So often and so pertinaciously did Mr. Warton object to Bills—especially to those of a radical tendency, or which proposed any interference with sport—that he earned for himself the title of the 'Champion Blocker.' His assiduity and pertinacity were untiring, and often, with grim determination on his face and his broad-brimmed hat over his eyes, he remained at his post until three or four in the morning, for the purpose of jerking out at the proper time the fatal 'I object.' On these occasions he kept himself awake with snuff, of which he generally carried a large supply in a capacious silver box which bore the following inscription, 'Presented to Charles N. Warton, Esq., M.P., in recognition of his services in Parliament for the protection of British sports, 1883.'"

CHANGES IN PARTNERSHIP.

DISSOLUTION.

WILLIAM PAISLEY and GORDON FALCON, solicitors (Paisley & Falcon), Workington and Cokermouth. June 30. The business will be continued by the said Gordon Falcon. [*Gazette*, July 24.]

GENERAL.

It is announced that the Board of Inland Revenue have appointed Mr. Arthur J. King to be an additional assistant secretary in the Estate Duty Office, Somerset House.

Lady Brampton has presented a marble bust of Lord Brampton to the City Corporation. It will be placed in the Guildhall until the new Central Criminal Court is built.

It is announced that the Lord Chief Justice is still indisposed, and he will not return to the courts again before the Long Vacation. He is staying at his country house at Tadworth, near Epsom, and will probably leave for the Continent shortly.

No. 67, Lincoln's-inn-fields, inhabited for a time by the great Lord Chancellor Somers, and which, says the *St. James' Gazette*, in February, 1696-1697, was ordered to remain in the possession of the Lord Chancellor during his custody of the Great Seal, has been recently sold at the Mart for £14,400.

A little Iowa girl (says the American journal *Case and Comment*) was bitten by a dog at which she had thrown sticks and stones a few months before, and this was pleaded in extenuation of damages; but the court laid down the doctrine that "a dog has no right to brood over its wrongs and remember in malice."

Mr. Ernest Salaman, solicitor, of 12, Union-court, Old Broad-street, has received a letter from his agent in South Africa, notifying him that up to the present the registry offices for the registration of patents and trademarks in the Orange River Colony and South African Republic have not been opened for the resumption of business.

How, asks a Birmingham newspaper, can two persons pay one farthing between them? The deputy-judge of the Wolverhampton County Court has set two defendants, one of whom is the high bailiff of the court, a curious problem. Jointly sued on account of a trespass in the execution of a process, they were directed by his honour to "pay jointly" a farthing damages. Will the Mint meet the difficulty?

On Monday last the Royal Assent was given to (among other Bills) the Mines (Prohibition of Child Labour Underground) Bill, the Land Registry (New Buildings) Bill, the Workmen's Compensation Act (1897) Extension Bill, the Poor Removal Bill, the Veterinary Surgeons (Amendment) Bill, the Land Charges Bill, the Railways (Prevention of Accidents) Bill, the County and Borough Franchise Assimilation (London) Bill.

In connection with the recent retirement of Sir Walter Murton, C.B., from the post of Solicitor to the Board of Trade, some of his colleagues in that Department have, says the *Times*, presented him with a casket containing an address as an expression of their hearty appreciation of his valuable services and their regret at his retirement. The casket is of coromandel wood mounted in silver and silver gilt, the columns at each corner being of ivory with silver-gilt capitals. It was specially designed by one of Sir Walter Murton's colleagues at the Board of Trade.

Mr. T. H. Beck, the First Assistant Attorney-General of the United States, delighted his hearers at the recent banquet to the American bench and bar by retelling some stories. One of these was that he had once to prosecute a negro for violation of the revenue laws. A very strong case was made against the defendant, whose counsel turned towards him and asked, "Do you want to take the witness-stand and testify on your own behalf?" "Well, lawyer," answered the negro, "I think I had better remain neutral." Another anecdote was that a young American lawyer who, in arguing a case in the Court of Appeal, commenced by citing a dozen authorities in support of some very elementary proposition. The presiding judge interrupted him in the process by saying, "You need not cite any more authorities; you may safely assume that the court knows something." "If your honour will permit me to proceed," replied the undaunted young advocate, "I should like to do so in my own way. I may say that the assumption that the court knew something was the mistake I made in the court below."

A return shewing the amount and nature of the work done for the year 1899 in the Land Registry under the various Acts, the administration of which is vested in the hands of that department, has, says the *Times*, just been laid on the table of the House of Commons. Taking first the Land Transfer Acts of 1875 (Lord Cairns's Act) and 1897 we find, from a table giving the number and value of estates, the titles of which were registered on what is known as first registration, that 822 freehold and 2,132 leasehold estates, making a total of 2,954, were registered between the 1st of January and the 1st of December, 1899. The value of this freehold property is put at £2,070,679, while that of the leasehold property is given as £2,886,068, the total of both being £4,956,746. This "first registration" means the original entry of land on the register. It does not apply to the sub-division of a registered estate, or to any other transaction of entry relating to registered land. The total number of separate estates on the register under the 1875 and 1897 Acts on the 31st of December, 1899, was—(1) by first registration, 3,299; (2) by sub-division of estates already registered, 1,307; (3) by transfer from the 1862 register, 698, or, altogether, a total of 5,304. There are, however, other estates registered under the Land Registry Act of 1862 (Lord Westbury's Act). Taking these with the estates governed by the later Acts the total number of separate titles on the register on the 31st of December last was 8,245. [The return is not yet published.]

In the case of *People v. Lewis* (57 Pac. Rep. 470), says the *American Law Review*, decided by the Supreme Court of California, it appeared that one Farrell, during an altercation, was shot by the defendant, so that, according to expert medical testimony, death must have resulted within an hour. Shortly after the shooting the victim, by cutting his own throat, made a wound sufficient in itself to cause death in much less than an hour. The defendant was convicted of manslaughter, and, on appeal, the court affirmed the conviction, declaring that the two wounds concurrently contributed to cause death, and that the defendant was accordingly responsible. The decision seems to be opposed to an early decision in North Carolina, in which it was held that, where the victim of a mortal blow receives subsequent fatal injuries from a second person, the wrongdoer must be exonerated, and the *Harvard Law Review* also takes ground against the soundness of the California decision. We are of opinion that the California decision is sound and just, and conservative of the rights of society.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE OF

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KNEWICK.
Monday, Aug. 6	Mr. Pugh	Mr. King	Mr. King
Tuesday 7	Beal	Carrington	Farmer
Wednesday 8	Pugh	Lavie	King
Thursday 9	Beal	Carrington	Farmer
Friday 10	Pugh	Lavie	King
Saturday 11	Beal	Carrington	Farmer

Date.	Mr. Justice BYRNE.	Mr. Justice COZZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, Aug. 6	Mr. Leach	Mr. Pemberton	Mr. Church	Mr. Carrington
Tuesday 7	Godfrey	Jackson	Greswell	Lavie
Wednesday 8	Leach	Pemberton	Church	Beal
Thursday 9	Godfrey	Jackson	Greswell	Pugh
Friday 10	Leach	Pemberton	Church	Godfrey
Saturday 11	Godfrey	Jackson	Greswell	Leach

The Long Vacation will commence on Monday, the 18th day of August, and terminate on Tuesday, the 23rd day of October, both days inclusive.

THE PROPERTY MART.

RESULT OF SALE.

Messrs. H. E. FOSTER & GRANFIELD'S Periodical Sale, at the Mart, E.C., on Thursday, the 2nd inst., contained some very attractive Reversionary Interests, which excited keen competition. The following are some of the prices realized:—

REVERSIONS:	£
Absolute to One-third of £47,000	Sold 7,110
Absolute to £16,000	9,750
Absolute to One-eighth of £18,900	1,800
Absolute to One-sixth of Freeholds and Mortgages	600
LIFE POLICIES:	£
For £1,000, with profits; life 63	610
For £1,000, with profits; life 51	220

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOWMAN, THOMPSON, & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 27, to send their names and addresses, and the particulars of their debts or claims, to Theodore Senior Sheard, 13, Harrington st, Liverpool.

CHATAWAY & MILNE, LIMITED—Petition for winding up, presented July 24, directed to be heard on Wednesday, Aug 8. Ralph Raphael & Co, 38, Moorgate st, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

GEORGE FRASER, LIMITED—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman, 1, St Peter's Church walk, Nottingham. Leman, Nottingham, solvers for liquidator.

MIDLAND MOTOR CARRIAGE SYNDICATE, LIMITED—Creditors are required, on or before Sept 12, to send their names and addresses, together with full particulars of their debts or claims, to William Thomas Smalley, 7, Newhall st, Birmingham. Finnest & Co, Birmingham, solvers to liquidator.

MOUNT CHALMERS COPPER MINES, LIMITED—Petition for winding up, presented July 24, directed to be heard Aug 8. Hurrell & Co, 38, Cornhill, agents for Daniell & Thomas, Camborne, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

NORTH TAWTON GAS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Goss, North Tawton. Coode & Co, Bedford row, solvers for liquidator.

RICHARD HILL & CO, LIMITED—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bowes, Newport Wire Mills, Middlesbrough.

VELVET MINES, LIMITED—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to J. Durie Pattullo, 71 and 72, King William st. Bonner & Co, 165, Fenchurch st, solvers to liquidator.

UNLIMITED IN CHANCERY.

STOCKPORT DISTRICT WATERWORKS CO—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Earle & Co, 54, Brown st, Manchester.

SYDNEY LLOYDS (IN LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Snow & Co, 7, Great St Thomas Apostle.

FRIENDLY SOCIETIES DISSOLVED.

GLANTWICH IVORITES ROSE SOCIETY, Berrington Arms Inn, Oswestry, Carmarthen. July 23.

IRISH NATIONAL LEAGUE (OLDMAN CENTRAL BRANCH) LAND AND BUILDERS SOCIETY, LIMITED, 176, Union st, Oldham, Lancs. July 23.

London Gazette.—TUESDAY, July 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARKES, DAVIDSON, HOLDEN, & CO, LIMITED—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Marchant Birtwistle, 8, Garden st, Ramebottom.

BRECON AND RADNOR COUNTY TIMES, LIMITED—Creditors are required, on or before Saturday, Sept 8, to send their names and addresses, and the particulars of their debts or claims, to John McLaren, 63, Finsbury pvt. Riddell & Co, 9, John st, Bedford row, solvers for liquidator.

BRITISH HORTICULTURAL ASSOCIATION, LIMITED—Petition for winding up, presented July 24, directed to be heard Aug 8. Thomson & Thomson, 14, Abchurch yd, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

BUTTINGTON BRICK AND TERRA-COTTA WORKS, LIMITED—Creditors are required, on or before Sept 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Wright, 19, High st, Shrewsbury. Barker, Shrewsbury, solvers to liquidator.

CAPITAL FINANCE CO, LIMITED—Petition for winding up, presented July 30, directed to be heard Aug 8. Rumney, 17 and 18, Basinghall st, solvers, petition in person. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

DUMFRIES SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

ETTRICK SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

JOHN SAUNDERS, LIMITED, KIDDERMINSTER—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, Prudential bldg, Corporation st, Birmingham.

JUTEPOLIS SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

KENTERS SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

LANCASHIRE MOSS LITTER CO, LIMITED—Creditors are required, on or before Sept 11, to send their names and addresses, and the particulars of their debts or claims, to George Bowler, 30, North John st, Liverpool. Evans & Co, Liverpool, solvers for liquidator.

LAWHILL SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

LONDON MORTGAGE AND GUARANTEE SOCIETY, LIMITED—Creditors are required to send their names and addresses, and particulars of their debts or claims, to Hughes & Co, 24, Budge row, solvers for liquidators.

LYNDBURST SAILING SHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William A. Hawkins, 22, Billiter st.

NEW CAFE AND DINING ROOMS CO, LIMITED—Creditors are required, on or before Thursday, Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Frank Stockdale, 44, Berry st, Liverpool. Santer, Liverpool, solvers for liquidators.

SHOWDON, HUBBARD, & CO, LIMITED—Petition for winding up, presented July 25, directed to be heard on Aug 8. Edwin & Co, 10, Trinity st, southwark, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 7.

UNLIMITED IN CHANCERY.

SYDNEY LLOYDS (IN LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Snow & Co, 7, Great St Thomas Apostle, solvers for liquidator.

FRIENDLY SOCIETIES DISSOLVED.

ALDERLEY EDGE PRIVATE COACHMEN AND GROOMS SICK AND BENEFIT SOCIETY, Trades Aidus Hotel, Alderley Edge, Chester. July 25.

COVENTRY CO-OPERATIVE CYCLE MANUFACTURERS SOCIETY, LIMITED, 143, Stoney Street, 14, Coventry, Warwick. July 25.

HATFIELD FEVERAL CO-OPERATIVE SOCIETY, LIMITED, High st, Hatfield Peveral, Essex. July 23.

LADY CLYDE COURT, ANCIENT SHEPHERDESSES FRIENDLY SOCIETY, Victoria Coffee Tavern, Cardiff. July 23.

YORK PEOPLE'S BANK, LIMITED, City chambers, Clifford st, York. July 23.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 35 years. Telegrams, "Sanitation."—[ADVT.]

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 18.

COCKBURN, JOHN, West Hartlepool, Foreman Sept 1 Thompson v Cockburn, Comrs—Hardy, J. Harrison, West Hartlepool.

NEDHAM, WALTER, Derby, Licensed Victualler Aug 15 Bunting v Nedham, Kewich, J. Moore, Derby.

ROBINSON, WILLIAM, Wansstead, Essex, Farmer Aug 21 Mallinson v Robinson, Comrs—Hardy, J. George & Falwasser, Long acre.

WEBBER, THOMAS, Falmouth, Cornwall, Gent Aug 23 Jenkins v Webber, Comrs—Hardy, J. Rogers, Falmouth.

London Gazette.—FRIDAY, July 20.

JONES, WILLIAM, Cleveleys, Lancs Aug 17 Parkinson v Jones, Registrar, Preston Plant, Preston.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 17.

ALMOND, ROBERT, Bermondsey Aug 14 Huntley & Son, Tooley st.

ARSTON, JULIA SOPHIA, Park sq, Regent's Park Aug 25 Baileys & Co, Harrow st.

BARKER, MARY ANN, Gloucester gdns, Hyde Park Aug 18 Goodrick-Clarke & Smith, Birmingham.

BARNETT, SUSANNAH, Ors, St Hastings Aug 30 Lovell & Co, Gray's inn sq.

BENSON, RICHARD ARTHUR STARLING, Wynberg, South Africa Aug 31 Radcliffe & Co, Craven st, Charing Cross.

BIGGOLD, HARRIETT, St James' sq, Holland Park Aug 1 Mills & Reeve, Norwich.

BLINSON, THOMAS, Lynn, Chester Oct 18 Hewitt & Son, Manchester.

BLUMBERG, GEORGE FREDERICK, and ROSALIE SUSANNA JANE BLUMBERG, Maids a la mode Aug 10 Godden & Co, Old Jewry
BLUMBERG, ROSALIE SUSANNA JANE, Canon at Aug 15 Godden & Co, Old Jewry
BOLGER, FRANK LEWIS, Catford, Kent Sept 1 Scott, New Broad st
BUCKLEY, JOSEPH, Peldleton, Salford, Insurance Agent Oct 13 Hewitt & Son, Manchester
BULL, JAMES, Leicester Aug 18 Blackwell, Leicester
BURKITT, MARTHA, Wellborough Sept 1 Burnham & Co, Wellborough
CARTER, JOHN, Elixton Aug 13 Holt & Co, Manchester
DAVIES, JOHN OWEN, Chiswick Aug 11 Richardson & Sadler, Golden sq
FOXWELL, HENRY GOLD, Woolpit, Suffolk Aug 31 Blyth, Norwich
FYRES, DAVID MARY STUART, South Kensington Aug 6 Crawley & Co, Arlington st
GROSSBAUM, BERNARD, Highbury New Park, China Merchant Aug 23 Downey & Linnell, Conduit st
HARTLEY, FREDERIC, Culworth, Northampton, Farmer Aug 28 Pellatt & Pellatt, Bambery
HILL, SELINA, Marple, Chester Aug 25 Simister, Stalybridge
JACKSON, ARBELL, Bradford July 31 Pegge, Manchester
KROFT, LYDIA ASHBY, Weston super Mare Aug 4 Smith & Sons, Weston super Mare
LEAH, ALICIA MARGARET, Ravenside, de Carlisle Aug 31 Dees & Thompson, Newcastle upon Tyne
LEGG, HORATIO JUDKINS, Lewisham High rd, Colonial Broker Aug 14 Huntley & Son, Tooley st
MARSHALL, CATHERINE, Clapham Aug 30 Taylor & Co, Lavender hill
MARSHALL, LIEUT-GEN Sir FREDERICK, KCMG, Godalming, Surrey Aug 16 Prior & Co, Bedford row
MARSHALL, HENRY, Bath July 28 Tucker & Carpenter, Bath
NORTHGATE, MARY ANN, Oxford rd, Finsbury Park Aug 30 Green & Cory, Finsbury Park
OSBORN, WILLIAM, Thornbury, Glos, Butcher Aug 1 Crossman & Co, Thornbury
OSCHARD, MARMOTH ALISTER DOUGLAS, Tenby, Pembroke Aug 18 Look & Munceaster, Tenby
PENALUNA, SOPHIA, Helston, Cornwall Sept 1 Bolton & Co, Temple gdns
PENNELL, FRANCES ELIZABETH, Kensington Aug 31 Dees & Thompson, Newcastle upon Tyne
PHILLIPS, FREDERICK RICHARD BARTON, Penge, Surrey Sept 1 Scott, New Broad st
POWELL JOHN, Abergavenny, Inneskeeper Aug 31 Hodgson, Abergavenny
POWELL, MARY ANN, Deal, Kent Aug 11 Wilks, Deal
RICHARDS, REV DAVID, Caerphilly, Glam Aug 8 Jones, Cardiff
SANDERSON, MISS MARY ANNE HALLS, Worcester Aug 11 Bubb & Co, Cheltenham
SCOTT, MARLEY, Holbeach Bank, Lincs Aug 25 Sturton, Holbeach
SPOONER, GEORGE FRANK, Stanley, Liverpool, House Furnisher Sept 1 Lowndes, George st, Madison House
STEVENS, THOMAS, Broomhall, nr Nantwich, Farmer Aug 18 Whittingham, Nantwich
SWIDELL, MARTHA ANN, Clapham Sept 1 Scott, New Broad st
VAREY, LEWIS, Merton, Surrey, Licensed Victualler Aug 31 De Mortimer-McIntosh, Chancery in
WALSH, ELIZABETH, Bradford Aug 1 Trewavas & Massey, Bradford
WATKINS, WILLIAM, Lee, ship and Tug Owner Sept 1 Scott, New Broad st
WINTERTON, WILLIAM, Loughborough, Licensed Victualler Aug 10 Deane & Son, Loughborough
WISE, ELIZABETH, Middle Deal, Kent Aug 11 Wilks, Deal
WOOLLEY, JOHN, Shardlow, Derby, Licensed Victualler Aug 4 Billson, Leicester

London Gazette.—FRIDAY, July 20.

ADAMS, LEONARD JOHN, Herne Bay, Kent Aug 16 Jones, High Holborn
ALEXANDER, JONAS, Kendal Sept 3 Bolton & Bolton, Kendal
ANDERSON, DAME JANE JANET MIDDLEMASS, Westbourne ter, Hyde Park Aug 29 Currie & Co, Lincoln's inn fields
BASS, HARRIETT, Dover July 31 E W & V Kneoker, Dover
BELL, THOMAS, Coxhoe, Durham, Mason Aug 23 Marshall, Durham
BERRY, ASERAH, Oystermouth, Glam Aug 16 Collins & Woods, Swansea
BURY, MRS ISABELLA DOROTHY, Bearstead, nr Maidstone Sept 1 Eastwood & Co, Lincoln's inn fields
BRIDGES, CHARLES, Worthing, Builder Aug 25 Verrall, Worthing
BROWN, CHARLES, Saintbridge House, nr Gloucester Aug 31 Haines & Sumner, Gloucester
BULLAN, JAMES ROBERT, St Donatt's rd, Lewisham High rd Aug 30 Hogan & Hughes, Martin's in
CAIN, ANN, Croft, nr Darlington Aug 10 Land & Foster, Halifax
COLLINSCHURCH, JAMES HARRY, Cliftonwell rd, Jeweller Aug 31 Pearce, Great James st
CROSLAND, ELIZABETH, Kirkstall, nr Leeds Sept 1 Beaumont, Wakefield
DENBY, RICHARD, Bishop's Sutton, Somerset Aug 31 Perham & Son, Bristol
DOLAN, WILLIAM IGNATIUS, Holloway Aug 23 Lickorish & Co, Queen Victoria st
DUKE, MARY ANN, Reading Aug 30 Garden & Treherne, Bedford row
EDDY, JOSEPH, Plympton St Maurice, Devon Aug 20 Woolcombe & Sons, Plymouth
FAIS, JOHN, Bournemouth Nov 1 Gard & Co, Basinghall st
GALPIN, FRANCIS WALTER, Baywater Sept 18 Stokes & Stokes, Great St Helen's
GUYARD, LILLY PHILLIPS, Hereford, Surrey Aug 20 Gadsden & Treherne, Bedford row
GOLD, HENRY, Cockham, Berks Aug 27 Balleys & Co, Berners st
GRAY, HARRIETT, Bath Aug 21 Stone & Co, Bath
GREEN, ELI, Polehill, Coventry Aug 30 Brownets, Coventry
HALL, SARAH, Yardley, Worcester Aug 18 Chinn, Birmingham
HALL, THOMAS EDWARD, Sunderland Aug 22 Whitehead, Pickering
HARDMAN, JOHN WREFOED JULIAN, Addlestone, Surrey Aug 31 Budd & Co, Aus'in Friars
HAYLES, ALFRED WESTIN, Iseld, nr Crawley, Sussex, Surveyor Aug 20 J & J C Hayward, Droyd
HOLMES, JOHN, St John's Wood Aug 31 Potter & Heath, Kilburn
KENAN, JAMES HENRY, Newcastle upon Tyne, Grocer Sept 1 Chartres & Youll, Newcastle upon Tyne
JOHNS, RICHARD WILLIAM New sq, Lincoln's inn, Barrister Aug 21 Houlder, Chancery in
JACOBS, MYER, Westminster Sept 1 Taylor & Taylor, New Broad st
KEMLER, JOHN PHILIP, Manchester, Merchant Aug 31 Bellhouse, Manchester
KITCHEN, EDMUND DOBSON, Moss Side, Manchester Sept 22 Kitchen, Denton, nr Manchester
LAND, JOSEPH, Chesdale, Chester Aug 24 Newton & Son, Stockport
NEILL, GEORGE, Rotherham, York Aug 22 Saunders & Nicholson, Wath upon Dearne
PARR, HENRY, Caledonian rd Aug 27 Camp & Mills, Watford
PITCOCK, DANIEL, Leatherhead, Surrey Aug 31 Farrar & Co, Wardrobe pl
PITCOCK, AUGUSTUS HENRY LANE FOX, Rushmore, Wilt Sept 8 Tatham & Fym, Frederick's pl
POTTER, THOMAS, Woodborough, Wilt, Innkeeper Sept 1 Radcliffe, Devizes
RADE, HELEN BISHOP, Sutton, Surrey Aug 19 Webb, Bucklersbury
ROBINSON, CHARLES, Balsall Heath, Birmingham Aug 23 Tyndall & Co, Birmingham
ROWELL, REV JOHN MEDOWS, St Leonards on Sea Aug 24 Hartcup & Co, Arundel st, Strand
ROGERS, THOMAS TURFORD, Birmingham Aug 16 Chinn, Birmingham
RUSSELL, HARRIETT, Chiswick Aug 24 Taylor & Co, Strand
RYAN, WILLIAM, South Lambeth rd Aug 26 Mason & Co, Gresham st
SCOTT, WALTER ARTHUR, York Sept 1 Cobb & Son, York
SHADE, HERBERT LAWSON, Beaumont st, Portland pl Aug 25 Coulthurst & Van Sommer, New inn
SHAW, ALFRED SYDNEY, Walsall, Ironfounder Aug 31 Loxton & Newman, Walsall
SMITH, WALTER, Hale, Chester Aug 19 J & E Whitworth, Manchester
STYNGER, EDWARD, Ashton under Lyne, Schoolmaster Aug 1 Clayton & Sons, Ashton under Lyne
STYNGER, JOHN, Hillsborough, Sheffield Aug 25 Branson & Son, Sheffield

TABBY, FRANK HARRY, Birkdale, Southport Aug 25 King & Ladlow, Birmingham
TOWERS, WILLIAM, Walkley, Sheffield Aug 27 Fennell, Sheffield
WAGER, JASPER, Bakewell, Derby Sept 29 F & H Taylor, Bakewell
WALTERS, WILLIAM JAMES, Rochampton, Surrey Aug 30 Wilde & Co, College hill
WEST, JOHN, Manchester, Architect Sept 3 Hadfield & Co, Manchester
WEST, WILLIAM, Wootton, Lincoln, Builder Sept 1 H E & B Mason, Barton upon Humber
WILLIAMSON, JOHN WILLIAM, Paddington Sept 1 Maddison, Barnley
WORTLEY, HON JANE STUART, Ripley, Surrey Aug 31 Dawson & Co, New sq, Lincoln's inn

London Gazette.—TUESDAY, July 24.

ALBRECHT, ALEXANDER CHARLES SIDNEY, Bramcote, Notts Aug 20 Walker & Hanson, Nottingham
ARKEY, FANNY GEORGINA CHARLOTTE, Knightsbridge Oct 5 Prior & Co, Bedford av
BAMLEY, FREDERICK JOHN, Wood Green, Bank Clerk Aug 30 Vant, Warwick st, Pall Mall
BIBCH, REV ROBERT HARRISON, Loddington, Leicester, Clerk Aug 13 Freer & Co, Leicester
BIRD, JAMES, Gravesend, Kent Aug 20 Mitchell & Macartney, Gravesend
BLOCHWITZ, JOHANN MAX, Liverpool Aug 25 Evans & Co, Liverpool
BORRADAILE, THOMAS SALKELD, Surbiton, Surrey Sept 1 Finch & Chanter, Ilfracombe
BRODRICK, HANNAH BOWES, Filey, York Aug 24 Stuart, Hull
CAMPBELL, CLAUDE LOUISE, Westbourne gdns Sept 5 Saltwall & Co, Stone bldgs, Lincoln's inn
CANNON, REUBEN GOOCH, Croydon, Tailor Aug 13 Borrowdale, West Croydon
ELIAS, WILLIAM, Manchester Aug 16 Bartow & Smith, Manchester
FREDRICK, HAROLD, Kenley, Surrey, Author Aug 3 Plant, Bedford row
GREEN, ANN, Shemeld, Hoxier Aug 27 Fennell, Sheffield
GREEN, GEORGE, Lichfield, Butcher Aug 24 Barnes & Son, Lichfield
HALSTON, JOHN WILLIAM, Stanford le Hope, Essex, Farmer Sept 1 Webb, St Helen's pl
HAMMONDS, SARAH, Fenton, Stafford Aug 11 Day, Stoke on Trent
HATHORNTHWAIT, RICHARD, Bowdon, Chester Sept 1 Nichols & Co, Altrincham
HYDE, LIES, Ashton under Lyne, Farmer Sept 3 Bottomley & Son, Ashton under Lyne
INGHAM, PETER, Wessie, Salford, Pawnbroker Sept 4 Doyle, Manchester
JEVONS, ANN SMITH, Worcester Aug 31 Eades & Son, Evesham
LABOE, ALFRED BARNARD, Brighton Aug 31 Fellows & Rider, Lancaster pl, Strand
LAW, JOHN ARMITAGE, Scholes, nr Clackston, York, Farmer Sept 1 Barber & Oliver, Brighouse
LEWIS, DAME ISABELLA, Connaught sq, Paddington Aug 24 Meredith, Basinghall st
LOW, CHARLES HODKINS, Long Ashton, Somerset, Timber Merchant Oct 21 Baker, Bristol
MATLEY, ELLIS, Birkdale Aug 24 Worden & Ashington, Southport
MIDDLEMASS, MARGARET, Fulwell, Durham Aug 20 Dobinson, Sunderland
MIDDLEMASS, WALTER ALBERT, Fulwell, Durham Aug 20 Dobinson, Sunderland
MORREY, ANNE, Nether Knutsford, Chester Aug 31 Hewitt & Son, Manchester
MURRAY, FRANCIS PEARSON, Gampola, Ceylon, Coffee Planter Aug 31 Marris & Brownjohn, Quality of, Chancery in
MURRAY, RACHEL ISABELLA, Gampola, Ceylon Aug 31 Marris & Brownjohn, Quality of, Chancery in
NOCK, JOSEPH BATE, Birmingham, Wine Merchant Aug 23 Crookford, Birmingham
PURNELL, JOSEPH, Wandsworth Aug 18 Yielding & Co, Vicar st, Westminster
RAWLINS, THOMAS ANDREWS, Clifton, Bristol Aug 24 Alford, Clifton
REILLY, ANNE ELIZABETH, St Helen's, Lancs Aug 30 Thomas, St Helen's
ROBERTS, SARINA HANNAH, Westmore, Hants Aug 21 Clarke & Harris, Winchester
SIMPSON, THOMAS, Sheffield, Draper July 28 Barker, Sheffield
SKELTON, JAMES WILLIAM, West Brighton, Sussex, Merchant Sept 21 Calkin & Co, Stone bldgs, Lincoln's inn
SLADE, ELIZA ANN, Bristol Sept 29 Tarr & Arkell, Bristol
STEELE, JAMES MITCHELL, West Norwood, Chemical Merchant Aug 31 J A & H E Farfield, Lower Thames st
STRELL, MARIE, Dalton, Huddersfield, Farmer Aug 30 Brook, Huddersfield
STEWART, HARRIET, Stanstead, Essex Sept 1 Bond, Golden sq
TAYLOR, JESSY HARRIETT, Stratford Aug 30 Ashbridge, Whitechapel rd
WHITAKER, REV JOHN, Woolley, Huntingdon Aug 31 Margetta, Huntingdon
WHITAKER, JOHN HECTOR, Norton St Philip, nr Bath Sept 1 Pontifex & Co, St Andrew st, Holborn cross
WILL, ARTHUR WILLIAM, Liverpool, Clerk Aug 25 Herron, Liverpool

London Gazette.—FRIDAY, July 27.

ALFRED, HENRY JERVIS, Moorgate st Sept 10 Champion, Ironmonger in
BARBER, THOMAS, Leicester, Licensed Victualler Aug 27 Harding & Barnett, Leicester
BARFOOT, JOSEPH, Poole, Dorset, Builder Aug 31 Witz & Kemp Welch, Poole
BAXTER, JOSEPH, Leicester, Builder Aug 31 Oulton & Co, Leicester
BURBETT, MARY ANN, Hove, Sussex Aug 27 Clifton, New st, Lincoln's inn
CHURMAN, HARRIETT, Brighton, Bookseller & Cooper Sept 25 Stevens & Co, Brighton
DARLINGTON, ALFRED NATION, Birmingham Surgeon Sept 4 Coleman & Co, Birmingham
DAVIES, REV ALFRED, Norwich Sept 8 Biggall & Pollard, Norwich
DAVIS, MARY ANN, Weston super Mare Aug 25 Whitley, Malvern
DAWBER, ELIZA, Ears Court rd Aug 25 Swann, Chancery in
DOUGLAS, GEORGE EDWARD, Plympton rd, Brondesbury Aug 31 Clarkson & Co, Lime st
EBSKINE, JEANIE, Upper Norwood Sept 18 Wilkinson & Co, Nicholas in
ERWIN, EMMA, Rotherhithe Sept 8 Oliver, Corbet ct, Gracechurch st
EVANS, EMMA, Landisilligore, Cardigan Sept 3 Evans-George, Newcastle Emlyn
FERGUSON, GEORGE PALFREYMAN, Harrogate, York, Veterinary Surgeon Aug 21 Scott-Hopkin, Whitley by the sea
FISHER JOSEPH, Dimboola, Victoria, Timber Merchant Aug 30 St Barbe & Co, Delahay st, Westminster
FORD, EMILY, Lower Weston, Bath Sept 20 Maule & Robertson, Bath
FOSTER, ELIZA, Garthorpe, Lincoln Aug 31 England & Son, Golee
FRANKEL, RICHARD, Calcutta, Merchant Aug 25 Haslip, Martin's in
GOULD, JOSEPH, Wolverhampton, Licensed Victualler Aug 31 Wilcock & Taylor, Wolverhampton
GRIFFITH, MARIA, Dolgelly Aug 31 Griffith & Co, Dolgelly
HANDFORD, JANE, Cheyne walk Sept 7 Drake & Co, Rood in
HENDRICK, LOUIS NICHOLAS, Scarborough Aug 31 Bate & Co, Bedford row
HELM, CATHERINE, Bath Aug 27 Stone & Co, Bath
HOPKINS, SARAH MARIA, Pangbourne, Berks Aug 31 Drake & Co, Rood in
HUBBARD, CECILIA WILKINSON, Berwick upon Tweed Sept 1 Husband, Liverpool
JONES, JOHN, Newcastle Emlyn Sept 3 Evans-George, Newcastle Emlyn
LITTLE, WILLIAM AUGUST LUDWIG THEODORE, Gracechurch st, Merchant Sept 10 Rebdon & Higgs, Mincing in
MCANDREW, WILLIAM, St Thomas the Apostle, Devon Aug 25 Brown, Exeter
MARSHALL, JANE, Alderston, Warwick Sept 11 Slater & Co, Stratford upon Avon
MORRIS, GEORGINA AUGUSTA, Chares st, Mayfair Sept 29 Lyne & Holman, Gt Winchester st
PALFREYMAN, DAVID ARTHUR, Nottingham, Bank Manager Aug 21 Maples & McCraith, Nottingham
PARKER, EMMA ANNE, Inverness ter, Kensington gdns Aug 30 Yarde & Loader, Raymond bldgs
PHILLIPS, BENJAMIN, Rock Ferry, Cheshire Aug 25 Hosking, Liverpool
PICKUP, THOMAS, Chiswick, Ironfounder Aug 27 Heywood & Co, Manchester
PORTHOUSE, LYDIA PARKER, Hastings Aug 26 Kearney & Co, Old Jewry
ROSE, HANNAH, Walton, nr Liverpool Sept 15 Payne & Frodsham, Liverpool
RYE, ROBERT, Upper Brook st Sept 15 Rowcliffe & Co, Bedford row
SANDERSON, EDWARD, Leckhampton, Glos, Licensed Victualler Aug 31 Titchhurst & Sons, Cheltenham
SELDON, JOHN, Okehampton, Devon Sept 1 Burd & Co, Okehampton
SEYMOUR, BENJAMIN, Dukinfield, Chester Oct 1 Clayton & Sons, Ashton under Lyne
SHARPLES, JAMES, Blackburn Aug 30 Marsden & Co, Blackburn
SHAW, JOHN ALEXANDER JAMES, Queen Victoria st, Public Accountant Sept 20 Ballantyne, Leadenhall st

SIMPSON, HENRY, Fulham Sept 8 Turner & Co, King st, Chapside
SMITH, DANIEL, Whittington, nr Lichfield Sept 14 Russell, Lichfield
SNOWDON, CHARLOTTE ELIZABETH, St John's Wood Sept 1 Thatchers, Essex st, Strand
SPENCER, MICHAEL FREDY, Hawthorne, nr Melbourne, Victoria Aug 26 Brown & Son,
Newcastle on Tyne
STRAKER, VINCENT HENRY, Sutton, Surrey, Manufacturing Stationer Sept 5 Stokes &
Neighbour, Bedford row
TAYLOR, SARAH, Hunslet, Leeds, Beerhouse Keeper Aug 27 Carter & Co, Leeds
THROUGHTON, ADOLPHUS CHARLES, Newton Abbot, Devon Aug 20 Hacker & Michelmore,
Newton Abbot
TURNER, WILLIAM, Exeter Aug 24 Sparkes & Co, Crediton
WALLER, WILLIAM NAUGHTON, Little Bealings, Suffolk Sept 1 Steward & Rouse, Ipswich
WILLIAMSON, SUSANNA, East Witton, York Aug 31 Maughan, Middleham

London Gazette.—TUESDAY, July 31.

ABBOTT, MARIA ELIZABETH, Southport Sept 1 Mawdaley, Southport
ANDERSON, SARAH, Morecambe, Lancs Aug 13 Fawcett, Morecambe
BARRETT, HENRY, Denton, Lancs Labourer Sept 4 Richards & Hurst, Denton
BEAN, JAMES, Moss Side, Manchester Sept 15 Wood, Leeds
BERRY, WILLIAM DAN, Huddersfield, Electrical Engineer Aug 30 Brook, Huddersfield
BLISSITT, HENRY, Hallow, Worcester, Butler Sept 1 Garrod, Ledbury
BRIERLEY, LUKE, Hulme, Manchester, Cotton Waste Dealer Sept 15 J & E Whitworth,
Manchester
CARTER, ELIZA RICH, Harrington Sept 8 Archer & Son, Commercial rd East
CATLING, ISABELLA, Finsbury pk Sept 30 Mills & Catling, Basinghall st
CLARKE, FREDERICK JOSEPH, Folkestone Sept 1 Smith, New inn, Strand
CLARKE, ISABEL MARIA, Folkestone Sept 1 Smith, New inn, Strand
EDWARDS, FRANCES, Tunbridge Wells Sept 10 Bridgman & Willcocks, College hill
ELLERMAN, SARAH MARY VERTIGAN, Cliftonville, Margate Sept 5 Westcott, Strand
ESCOLME, JOHN, Heyham, Morecambe, Contractor Aug 31 Butcher, Morecambe

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, July 24.

ADJUDICATION ANNULLED.

MEER, GEORGE, Cardiff, lately Coal Exporter Cardiff
Adjud Oct 26 Annual July 12

London Gazette.—FRIDAY, July 27.

RECEIVING ORDERS.

ALLEN PRICE & Co, Bilston, Stafford, Merchants Wolver-
hampton Pet July 9 Ord July 25
BAKER, CHARLES, Braintree, Devon, Miller Barnstaple
Pet July 25 Ord July 25
BRAND, ABRAHAM, Sleaford, Lincs, Wheelwright Boston
Pet July 24 Ord July 24
BERRIDGE, JOSEPH HILL, South Clifton, Notts, Blacksmith
Nottingham Pet July 25 Ord July 25
BROWN, JONATHAN REDGATE, Narborough, Leicester,
Farmer Leicester Pet July 24 Ord July 24
BURKMAN, JUDAH, Landport, Hants, Tailor Portsmouth
Pet July 24 Ord July 24
CHAFFELL, THOMAS WILLIAM, Manchester, Underclothing
Manufacturer Manchester Pet July 25 Ord July 25
CLARKE, WILLIAM, ALFRED CROOK, EDWARD CLARKE,
HARRY PAWLETT, HARRY WAKELING, and FREDERICK
THOMAS HERBERT, Oakham, Rutland, Boot Manu-
facturers Leicester Pet July 21 Ord July 21
CLATWORTHY, JAMES, St Philip's, Bristol, General Wheel-
wright Bristol Pet July 24 Ord July 24
COLLINS, WILLIAM BERNARD, Brighton, Wine Merchant
Brighton Pet July 24 Ord July 24
COOK, GEORGE HAPPEL, FRANK at High Court Pet June 6
Ord July 24
DICKINSON, SAMUEL, New Wortley, Leeds, Butcher Leeds
Pet July 25 Ord July 25
FRANKLIN, THOMAS, Sheffield, Licensed Victualler Sheffield
Pet July 24 Ord July 24
FRANKS, ARTHUR WILLIAM, Mansfield, Notts, Carriage
Builder Nottingham Pet July 24 Ord July 24
GEDDES, GEORGE HAMILTON, Manchester, Timber Merchant
Salford Pet July 31 Ord July 31
HAMILTON, HENRY WILLIAM, Kingston upon Hull, Grocer
Kingston upon Hull Pet July 18 Ord July 24
HARLETT, ALFRED, Clapham, Contractor Wandsworth
Pet June 25 Ord July 19
HICKET, PATRICK, Battersea, Hatter Wandsworth Pet
July 21 Ord July 21
HOBSON, LEONARD, Bradford, Bootmaker Bradford Pet
July 24 Ord July 24
HUGHES, JOHN HENRY, Menai Bridge, Anglesey, Clothier
Bangor Pet July 23 Ord July 23
IMMAN, GEORGE SAUNDERS, Brighton, Cigar Dealer Brighton
Pet July 5 Ord July 25
KEMP, ARTHUR G, Tottenham Court rd, Racehorse Owner
High Courts Pet June 29 Ord July 25
KINGSMILL, COMFORT, Willesborough, Kent, Gardener
Canterbury Pet July 24 Ord July 24
MACKAY, ANGUS REED HOUSTON, Loughton High Court
Pet July 23 Ord July 23
MATTHEWMAN, NEWMAN JOHN, Forest Gate, Essex High
Court Pet June 9 Ord July 23
MARSHALL, GILBERT, North Petherton, Somerset, Grocer
Bridgewater Pet July 24 Ord July 24
MAXTED, HENRY, Portsea, Hants, Hairdresser Portsmouth
Pet July 23 Ord July 23
MILLER, WILLIAM JAMES, Portland, Dorset, Builder Dor-
chester Pet July 18 Ord July 23
MOGGAN, JOHN, Songhenydd, Glam, Licensed Victualler
Pontypool Pet July 25 Ord July 25
MUMFORD, EDGAR W, Scilly Islands, Cornwall, Box Manu-
facturer Truro Pet July 11 Ord July 25
PAIR, F P, Leytonstone, Horse Dealer High Court Pet
July 4 Ord July 25
PALMER, THOMAS, Nottingham, Journeyman Joiner Not-
tingham Pet July 24 Ord July 24
PERRY, JOHN, Penzance, Blacksmith Truro Pet July 25
Ord July 25
RANSOM, SAMUEL, Britannia Works, Kensal rd, Staircase
Manufacturer High Court Pet July 6 Ord July 23
ROBERTS, GEORGE, Cardiff, Commission Agent Cardiff
Pet July 24 Ord July 24
SIMONS, WILLIAM, Stoke Newington, Merchant High
Court Pet June 13 Ord July 23
SNOWELL, EDWARD HENRY, Deal, Kent, Builder Canter-
bury Pet July 24 Ord July 24

FIELDING, JOSEPH, Ashton under Lyne, Shoemaker Aug 25 Richards & Hurst, Ashton
under Lyne
FRASER, SAMUEL LANDSBOURGH, Liverpool, Dentist Aug 31 Berry, Liverpool
GOLIGHTLY, ROBERT HOBLEY, Newport, Mon Sept 11 Wade & Son, Newport, Mon
GOLLOR, WILLIAM GILES, Poole, Dorset, Timber Merchant's Manager Sept 15 Trevanion
& Co, Poole
GREGORY, ARTHUR WILLIAM, Bournemouth Aug 31 Rooke & De La Combe, Westham
HOCKIN, WILLIAM KILHAMPTON, Cornwall, Yeoman Sept 1 Peter, Holsworthy
HUBBARD, JOHN, West Smithfield, Meat Contractor Sept 1 East, Basinghall st
KERRHAW, WALTER, Blackpool, Builder Aug 10 Fletcher & Son, Blackpool
MEYRICK, JOHN WILLIAMS, Beaumais, Anglessea Aug 31 Vincent & Jones, Bangor
PATRICK, WILLIAM, Woolston, Southampton Sept 1 Lomax & Jones, Southampton
PENNYER, MARIA PENNYER FORSTER RAYMOND STALLARD, Stockton, Worcester Sept 2
Coventry, Upton on Severn
PORTER, HENRY EDWARD, Chelsea, Jobmaster Sept 8 Mosley-Stark, Grosvenor chmbrs,
Devereux ct
ROGERS, JOHN TUDOR, Wrexham Sept 13 Woodburn & Holmes, Liverpool
SCATTERGOOD, THOMAS, Leeds, Surgeon Sept 1 Scattergood & Co, Leeds
SCRIVENER, JOHN TRIGG, Ipswich, Ironmonger Sept 15 Birrell & Ridley, Ipswich
SHERRY, ABRAHAM, Rodney Stoke, Somerset Aug 31 Garrod & Harris, Wells
SMITH, FREDERICK MARTIN GODDE, Redbourne, Hertford, Surgeon Sept 10 Lumley &
Lumley, Conduit st
THOMPSON, FRANK ORD, Sunderland, Glass Works Manager Sept 1 Graham & Shephard,
Sunderland
VARDY, ANDREW, Ridgeway, Derby, Colliery Owner Sept 4 Bagshaw & Co, Sheffield
WARD, EDWARD, Northampton, Grocer Aug 27 Shoosmith & Sons, Northampton
WHEELER, JANE, Newtown Pangbourne, Berks Aug 31 Brain & Brain, Reading
WOOD, GEORGE HENRY, St George's East, Pawnbroker Aug 30 Fellows & Rider,
Lancaster pl
WOOD, PHILIP, and ANN WOOD, Derby Sept 5 Stone, Derby

STRAED, FRANK, Mildred, Mason Dewsbury Pet July 19
Ord July 23
STEVENS, FRANK, Reading, Market Gardener Reading
Pet July 24 Ord July 24
STOCKLEY, WILLIAM BERRIAN, Worcester, Brewer's Traveller
Worcester Pet July 23 Ord July 23
TAMFIELD, JOHN WALTER, Beverley, Yorks Kingston upon
Hull Pet July 25 Ord July 25
WEBLEY, FRANK GEORGE, Bromsgrove, Watchmaker Wor-
cester Pet July 24 Ord July 24
WICKHAM, WILLIAM, Kessington High Court Pet July 4
Ord July 23
WHILLIER, CHARLES THOMAS, Portsmouth, Hire Carter
Portsmouth Pet July 24 Ord July 24
WILLIS, FREDY RICHARD JULIUS, Church ct, Old Jewry,
Consulting Engineer High Court Pet July 24 Ord
July 24
WORSUP, THOMAS, Stockport, Cheshire, Brush Manufac-
turer Stockport Pet July 23 Ord July 23
WYLD, JOHN WALTER, Warwick st, Hagent st High Court
Pet July 7 Ord July 23

FIRST MEETINGS.

ALLANSON, THOMAS, Thornaby on Tees, York, Moulder
Aug 8 at 3 Off Rec, 8, Albert rd, Middlesbrough
ALLEY, COL NOEL, St James's st Aug 3 at 11 Bankruptcy
bldg, Carey st
BACKHOUSE, JOSEPH, Gilsland, Northumberland, Joiner
Aug 13 at 3.30 Off Rec, 34, Fisher st, Carlisle
BROWN, JONATHAN REDGATE, Narborough, Leicester,
Farmer Aug 3 at 3 Off Rec, 1, Berridge st, Leicester
BURKMAN, JUDAH, Landport, Hants, Tailor Aug 7 at 3
Off Rec, Cambridge junc, High st, Portsmouth
CLARKE, WILLIAM, ALFRED CROOK, EDWARD CLARKE,
HARRY PAWLETT, HARRY WAKELING, and FREDERICK
THOMAS HERBERT, Oakham, Rutland, Boot Manu-
facturers Aug 8 at 12.30 Off Rec, 1, Berridge st,
Leicester
CLIFFE, JESSE, Shipley, Yorks Aug 7 at 11 Off Rec, 31,
Manor row, Bradford
FITZWILLIAM, THE HON WILLIAM REGINALD WENTWORTH,
Grosvenor sq Aug 7 at 11 Bankruptcy bldg,
Carey st
GEDDES, GEORGE HAMILTON, Timber Merchant Aug 8 at
3 Off Rec, Byrom st, Manchester
HANSON, THOMAS, Bingley, Yorks, Paper Merchant Aug
8 at 11 Off Rec, 31, Manor row, Bradford
HOCKING, WILLIAM JOHN READ, Devonport, House
Decorator Aug 4 at 11 6, Athenium terr, Plymouth
HOLDSWORTH, SARAH ANN, Cannon st Aug 3 at 2.30
Bankruptcy bldg, Carey st
HUGHES, JOSHUA, Swansea, Tea Dealer Aug 4 at 12 Off
Rec, 4, Queen st, Carmarthen
HUTCHINGS, THOMAS, Ystalyfera, Glam, Tinworker Aug
4 at 11.30 Off Rec, 31, Alexandra rd Swansea
KENWORTHY, JANE, Woodhouse Carr, Leeds, Grocer Aug
3 at 11 Off Rec, 22, Park row, Leeds
MAXTED, HENRY, Portsea, Hants, Hairdresser Aug 3 at
3.30 Off Rec, Cambridge junc, High st, Portsmouth
MORRISON, RALPH THOMAS, Newcastle on Tyne, Builders'
Merchant Aug 3 at 11.30 Off Rec, 30, Mosley st,
Newcastle on Tyne
NASH, DAVID HENRY, jun, Fernhead rd, Paddington,
Plasterer Aug 7 at 11 Bankruptcy bldg, Carey st
PORTJOT, EDWARD, Gloucester, Manufacturing Confectioner
Aug 8 at 3.15 Ball Hotel, Gloucester
POOL, JANE, Southsea, Hants Aug 3 at 3 Off Rec,
Cambridge junc, High st, Portsmouth
REILLY, SAMUEL, East Stonehouse, Devon, Plumber Aug 8
at 11 6, Athenium terr, Plymouth
RICHARDSON, CHARLES LUCK, Leeds, Wardrobe Dealer
Aug 8 at 12 Off Rec, 22, Park row, Leeds
RUSHTON, H H, Basinghall st, Mortgage Broker Aug 3 at
2.30 Bankruptcy bldg, Carey st
SHARMAN, LEWIS JOHN, Northampton, Shoe Manufacturer
Aug 3 at 10.30 Off Rec, County Court bldg, Sheep st,
Northampton
SIMPSON, JOHN WILLIAM, Croydon, Builder Aug 3 at 11.30
24, Railway app, London Bridge
SKELLEN, WILLIAM, Brownhills, nr Tunstall, Staffs,
Grocer Aug 3 at 3 Off Rec, King st, Newcastle under
Lyne
STOCKLEY, WILLIAM BERRIAN, Worcester, Brewer's Traveller
Aug 4 at 12 49, Copenhagen st, Worcester
STORMONTH, THOMAS, jun, Alphonson, Devon, Money
Lender Aug 9 at 10.15 Off Rec, 13, Bedford circus,
Exeter

SUDELEY, BARON CHARLES DOUGLAS RICHARD, Ham
Common, Surrey Aug 8 at 12 Bankruptcy bldg,
Carey st
TEMPLE, JOHN HENRY, Kingston upon Hull, Chemist
Aug 3 at 11 Off Rec, Trinity house ln, Hull
THORNBOUGH, ALBERT FLEETWOOD, Chester, Musical
Instrument Dealer Aug 3 at 12 Crypt chambers, Rat-
tacke row, Chester
WEBLEY, FRANK GEORGE, Bromsgrove, Watchmaker Aug
8 at 11.30 49, Copenhagen st, Worcester
WHILLIER, CHARLES THOMAS, Portsmouth, Hire Carter
Aug 7 at 3.30 Off Rec, Cambridge junc, High st,
Portsmouth
WILLIAM LEE, SON, & Co, Neate st, Camberwell, Slate
Merchants Aug 7 at 2.30 Bankruptcy bldg, Carey's
ADJUDICATIONS.
ADDENELL, WILLIAM, Cophall ct High Court Pet June 15
Ord July 23
BAKER, CHARLES, Braintree, Devons, Miller Barnstaple
Pet July 25 Ord July 25
BEARD, ABRAHAM, Sleaford, Lincs, Wheelwright Boston
Pet July 24 Ord July 24
BROCKET, HENRY E, Northumberland av High Court Pet
April 13 Ord July 23
BERRIDGE, JOSEPH HILL, South Clifton, Notts, Blacksmith
Nottingham Pet July 25 Ord July 25
BROWN, JONATHAN REDGATE, Narborough, Leicester,
Farmer Leicester Pet July 24 Ord July 24
BURKMAN, JUDAH, Landport, Hants, Tailor Portsmouth
Pet July 24 Ord July 24
CLARKE, WILLIAM, ALFRED CROOK, EDWARD CLARKE, HARRY
PAWLETT, HARRY WAKELING, and FREDERICK THOMAS
HERBERT, Oakham, Rutland, Boot Manufacturers
Leicester Pet July 21 Ord July 21
CLATWORTHY, JAMES, Bristol, General Wheelwright
Bristol Pet July 24 Ord July 24
COLLINS, WILLIAM BERNARD, Brighton, Wine Merchant
Brighton Pet July 24 Ord July 25
DAVIES, DAVID, Rhyll, Flint, Tailor Bangor Pet June
27 Ord July 23
DICKINSON, SAMUEL, New Wortley, Leeds, Butcher Leeds
Pet July 25 Ord July 25
FRANKLIN, THOMAS, Sheffield, Licensed Victualler
Sheffield Pet July 24 Ord July 24
FRANKS, ARTHUR WILLIAM, Mansfield, Notts, Carriage
Builder Nottingham Pet July 24 Ord July 24
HAMILTON, HENRY WILLIAM, Kingston upon Hull, Grocer
Kingston upon Hull Pet July 18 Ord July 24
HOBSON, LEONARD, Bradford, Bootmaker Bradford Pet
July 24 Ord July 24
HUGHES, JOHN HENRY, Menai Bridge, Anglesey, Clothier
Bangor Pet July 23 Ord July 23
JONES, RICHARD MORRIS, Sheffield Sheffield Pet May 21
Ord July 25
KINGSMILL, COMFORT, Willesborough, Kent, Gardener
Canterbury Pet July 24 Ord July 24
KUTCHINSKY, JACOB, Commercial rd High Court Pet May
24 Ord July 21
MACKAY, ANGUS REED HOUSTON, Loughton High Court
Pet July 23 Ord July 23
MARSHALL, E, Anerley, Surrey Croydon Pet April 12 Ord
July 21
MARSHALL, GILBERT, North Petherton, Somerset, Grocer
Bridgewater Pet July 24 Ord July 24
MAXTED, HENRY, Portsea, Hants, Hairdresser Portsmouth
Pet July 23 Ord July 23
MONRO, CATHERINE, Eastbourne Eastbourne Pet July 17
Ord July 23
MOGGAN, JOHAN, Songhenydd, Glam, Licensed Victualler
Pontypool Pet July 25 Ord July 25
MORRISON, RALPH THOMAS, Newcastle on Tyne, Builders'
Merchant Newcastle on Tyne Pet July 20 Ord July
23
NELSON, ARTHUR, Liverpool, Provision Merchant Liverpool
Pet July 2 Ord July 25
NUTT, ANDREW JAMIESON, Newcastle on Tyne, Inkkeeper
Newcastle on Tyne Pet June 25 Ord July 23
PALMER, THOMAS, Nottingham, Journeyman Joiner
Nottingham Pet July 24 Ord July 24
PERRY, JOHN, Penzance, Blacksmith Truro Pet July 25
Ord July 25
SEXTON, HENRY, Cambridge, Fly Proprietor Cambridge
Pet June 19 Ord July 25
SIMPSON, JOHN WILLIAM, Croydon, Builder Croydon Pet
July 17 Ord July 21
SMITH, GEORGE FRANCIS, Leeds, Restaurant Proprietor
Leeds Pet June 29 Ord July 24

STEVENS, FRANK, Reading, Market Gardener Reading
Pet July 24 Ord July 24
STOCKLEY, WILLIAM BRIDGES, Worcester, Brewer's Traveller
Worcester Pet July 23 Ord July 23
TAYFIELD, JOHN WALTER, Beverley, York, Cycle Engineer
Kingston upon Hull Pet July 25 Ord July 25
TOWER, F. Hounslow, Builder Brentford Pet June 27
Ord July 27
WEBLEY, FRANK GEORGE, Bromsgrove, Watchmaker
Worcester Pet July 24 Ord July 24
WILLIAMS, CHARLES THOMAS, Portsmouth, Hire Carter
Portsmouth Pet July 24 Ord July 24
WILLIS, PERCY RICHARD JULIUS, Church et, Old Jewry,
Consulting Engineer High Court Pet July 24 Ord
July 24
WORSNUP, THOMAS, Heaton Norris, Lancs, Brush Manu-
facturer Stockport Pet July 23 Ord July 23

London Gazette.—TUESDAY, July 31.

RECEIVING ORDERS.

ALDERSON, JONATHAN, Darlington, Greengrocer Stockton
on Tees Pet July 25 Ord July 25
BARNETT, JAMES, Aston, Warwick, Furniture Maker
Birmingham Pet July 2 Ord July 25
BASTABLE, FRANCIS, Richmond, Surrey, Builder Wand-
sworth Pet July 2 Ord July 25
BAUFELD, FREDERICK, Henley on Thames, Baker Read-
ing Pet July 25 Ord July 25
BLOOMER, WILLIAM, Oldham Oldham Pet July 25 Ord
July 25
BUTTERFIELD, JOSEPH STEPHEN, Barton, Westmorland
Horse Dealer Carlisle Pet July 27 Ord July 27
CHURCH, FRANCIS WILLIAM, Bristol, Brewers' Agent
Bristol Pet July 21 Ord July 27
COLES, SYDNEY GEORGE RANDOLPH, Eastbourne, Professor
of Music Eastbourne Pet July 27 Ord July 27
COLLIER, WILLIAM, Bridgend, Glam, Tailor Cardiff Pet
July 27 Ord July 27
COOK, ROBERT, Birmingham, Flour Merchant Birming-
ham Pet July 17 Ord July 27
EDWARDS, NICHOLAS PASCOE, Millwall, Shipbuilder High
Court Pet July 24 Ord July 27
GEORGE, JOHN EDWARD, Pembroke Dock, Carriage Pro-
prietor Pembroke Dock Pet July 27 Ord July 27
GRIERSON, HAROLD, Gloucester sq, Hyde Park High
Court Pet June 25 Ord July 27
HEATHFIELD, RICHARD, Abchurch in, Mining Engineer
High Court Pet May 29 Ord July 27
HEDDER, ORCHARD, Lambourne, Berks, Farmer Newbury
Pet June 26 Ord July 26
HOMES, JOHN, Leather in, Boot Manufacturer High
Court Pet July 17 Ord July 27
INMAN, C. W., Ludgate Hill, Solicitor High Court Pet
June 22 Ord July 27
JENKIN, WILLIAM CHARLES, Hayle, Cornwall, Grocer
Truro Pet July 27 Ord July 27
KEENE, THOMAS WILLIAM, Carter in, Licensed Victualler
High Court Pet July 6 Ord July 25
LENNETT, JAMES JOHN, Leicester st, Leicester sq, Licensed
Victualler High Court Pet July 27 Ord July 27
NEVILLE, SARAH INEZ BECK, Barnby Moore, nr Pockling-
ton York Pet July 5 Ord July 27
PHILLIPS, JOHN, and JOSEPH HENRY JOHN PHILLIPS, Coventry,
Painters Coventry Pet July 26 Ord July 26
POWELL, HOWELL, Pontypridd, Glam, Contractor Ponty-
pridd Pet July 27 Ord July 27
PUFFERT, JOHN COSENTINE, Lostwithiel, Cornwall Truro
Pet June 20 Ord July 25
RALPH, HORACE HENRY, Manor Park, Essex, Painter High
Court Pet July 28 Ord July 28
REITER, JOSEPH, Mile End High Court Pet July 28 Ord
July 28
REX, ALBERT HENRY, Southsea, Painter Portsmouth
Pet July 27 Ord July 27
RIGLER, JOHN, Kinson, Dorset, Market Gardener Poole
Pet July 25 Ord July 25
ROADLEY, GEORGE, Leicester, Hosier Leicester Pet July
28 Ord July 28
ROBINSON, JOHN, Midway st, Midway pk, Carman High
Court Pet July 6 Ord July 26
ROBINSON, JOHN, Crumpeall, Manchester, Butcher Man-
chester Pet July 9 Ord July 27
SAMSON, CHARLES, Bolton, Brewer Bolton Pet July 27
Ord July 27
SANDERS, ROBERT, Southsea, Picture Frame Maker Ports-
mouth Pet July 27 Ord July 27
SETTERFIELD, WALTER ERNEST, Margate, Dairyman
Canterbury Pet June 25 Ord July 27
STANFORD, GEORGE ALFRED, Coopers row, Trinity sq High
Court Pet May 14 Ord July 25
VAILEY, ALFRED, Selby, York, Licensed Victualler York
Pet April 3 Ord July 24
WATTS, ISAAC, Great Grimby, Estate Agent Great
Grimby Pet July 28 Ord July 28
WILLIAMS, SARAH ANN, Chepstow, Grocer Newport, Mon
Pet July 19 Ord July 21
WORTNER-SMITH, JAMES EDWARDS, Islington, Builder
High Court Pet July 10 Ord July 28
WOODS, NATHAN WILLIAM, East Ham, Essex, Furniture
Dealer High Court Pet July 27 Ord July 27

RECEIVING ORDER RECORDED.

SHILLER, MARTIN, Albemarle st, Piccadilly, Gent High
Court Rec Ord May 24 Recs July 19

FIRST MEETINGS.

ARNALL, ALFRED, Old Leake, Lincs, Innkeeper Aug 8 at
12.30 Off Rec, 4 and 6, West st, Boston
BARR, CHARLES, Braintree, Devons, Miller Aug 21 at
1.30 Sanders & Son, Barnstable

BRADDELL, RICHARD EDWARD, and GEORGE SAMUEL, West
Bridford, Notts, Joiners Aug 9 at 12 Off Rec, 4
Castle pl, Park st, Nottingham
BRARD, ABRAHAM, Sheaford, Lincs, Wheelright Aug 8 at
1 Off Rec, 4 and 6, West st, Boston
BLAKELOCK, GEORGE JAMES, South Shields, Furniture
Packer Aug 7 at 11.30 Off Rec, 30, Mosley st, New-
castle on Tyne
BRIDEN, FREDERICK, High Wycombe, Books, Chair Manu-
facturer Aug 7 at 11.30 Red Lion Hotel, High
Wycombe
BROWN, FRANK EDWARDS, Edgbaston Aug 9 at 2 174,
Corporation st, Birmingham
BURROUGHS, JAMES, and FREDERICK PETER BURROUGHS,
Morecombe, Lancs, Joiners Aug 8 at 3.45 Off Rec,
14, Chapel st, Preston
BUTTERFIELD, JOSEPH STEPHEN, Barton, Westmorland,
Horse Dealer Aug 13 at 4 Off Rec, 34, Fisher st,
Carlisle
CHURCH, FRANCIS WILLIAM, Bristol, Brewers' Agent Aug
9 at 15 Off Rec, Baldwin st, Bristol
CLATWORTHY, JAMES, Bristol, General Wheelwright Aug 9
at 12.30 Off Rec, Baldwin st, Bristol
COLLINS, WILLIAM BENNARD, Brighton, Wine Merchant
Aug 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton
COOK, GEORGE HAPPEL, Fann st Aug 9 at 2.30 Bank-
ruptcy bldgs, Carey st
DICKINSON, SAMUEL, New Wortley, Leeds, Butcher Aug 8
at 11 Off Rec, 22, Park row, Leeds
EDWARDS, NICHOLAS PASCOE, Millwall, Shipbuilder Aug 7
at 2.30 Bankruptcy bldgs, Carey st
FOSTER, MATTHEW, Hitchin, Hertford, Builder Aug 10
at 3 Bankruptcy bldgs, Carey st
GODFREY, JAMES FREDERICK, Poole, Dorset, Printer Aug 7
at 12.30 Off Rec, Endless st, Salisbury
GREEN, ROBERT COOPER, Sunderland, Surveyor Aug 7 at 3
Off Rec, 26, John st, Sunderland
HARRIS, GEORGE WILLIAM, Sheffield, Provision Merchant
Aug 8 at 12 Off Rec, Figures in, Sheffield
HELLIS, MARK MEDCALFE, Kingston, Surrey, Grocer Aug 8
at 11.30 24, Railway app, London Bridge
HOBSON, LEONARD, Bradford, Book Maker Aug 9 at 11
Off Rec, 31, Manor row, Bradford
INMAN, GEORGE SANDERS, Brighton, Cigar Dealer Aug 9
at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
KINGWILL, CORNELIUS, Willesborough, Kent, Gardener
Aug 9 at 9 Off Rec, 68, Castle st, Canterbury
LATHAM, WILLIAM, Askrigg, York Aug 8 at 12.30 Off Rec,
Figtree lane, Sheffield
MANSELL, E. Ankerly, Surrey Aug 8 at 12.30 24, Railway
app, London Bridge
MARSHALL, GILBERT, Petherton, Somerset, Grocer Aug
10 at 2 W H Tamlyn, High st, Bridgwater
NEVILLE, SARAH INEZ BECK, Barnby Moore, nr Pockington,
York Aug 9 at 12 Off Rec, 25, Stonegate, York
PEERY, JOHN, Farncombe, Blacksmith Aug 9 at 12 Off Rec,
Boscawen st, Truro
PUCKEY, JOHN COSENTINE, Lostwithiel, Cornwall Aug 10
at 12 Bankruptcy bldgs, Carey st
RAMSON, SAMUEL, Britannia Works, Kensal rd, Staircase
Manufacturer Aug 9 at 12 Bankruptcy bldgs, Carey st
SAMSON, CHARLES, Bolton, Brewer Aug 9 at 10.30 Off
Rec, Exchange st, Bolton
SHARP, HENRY CLAY, Kenilworth Town, Hotel Proprietor
Aug 8 at 2.30 Off Rec, 24, Railway app, London Bridge
SHEPARD, JOHN AXTENS, Marston Magna, Somerset,
Draper Aug 7 at 1 Off Rec, Endless st, Salisbury
SNOWWELL, EDWARD HENRY, Deal, Kent, Builder Aug 9
at 9.30 Off Rec, 68, Castle st, Canterbury
STRAID, FRANK, Mirfield, Mason Aug 7 at 11 Off Rec,
Bank chmbrs, Bailey
STUDMAN, WILLIAM CHARLES, Birmingham, Tobaccoist
Aug 8 at 12 174, Corporation st, Birmingham
SWIN, TOM, Great Steeping, Lincs, Builder Aug 8 at 12
Off Rec, 4 and 6, West st, Boston
TATE, JOSEPH WILLIAM, Saltley, Birmingham, Draper Aug
10 at 11 174, Corporation st, Birmingham
THOMPSON, SAMUEL, sen, Edingale, Staffs, Fattener Aug
10 at 12 174, Corporation st, Birmingham
TOWER, F. Hounslow, Builder Aug 8 at 12 Off Rec, 96,
Temple chmbrs, Temple av
WILLIAMS, JOHN, Handsworth Aug 8 at 11 174, Corpora-
tion st, Birmingham
WORSNUP, THOMAS, Stockport, Cheshire, Brush Manu-
facturer Aug 8 at 3.15 Off Rec, County chmbrs, Market
pl, Stockport
WYATT, JOHN HENRY, Birch Vale, Derby, Provision
Dealer Aug 8 at 2.45 Off Rec, County chmbrs,
Market pl, Stockport

ADJUDICATIONS.

ALDERSON, JONATHAN, Darlington, Greengrocer Stockton
on Tees Pet July 25 Ord July 25
BLOOMER, WILLIAM, Oldham Oldham Pet July 25 Ord
July 25
BRIDEN, FREDERICK, High Wycombe, Chair Manufacturer
Aylesbury Pet July 18 Ord July 27
BROWN, ELIZABETH REDGATE, Nottingham Nottingham
Pet June 27 Ord July 25
BUTTERFIELD, JOSEPH STEPHEN, Barton, Westmorland,
Horse Dealer Carlisle Pet July 27 Ord July 27
CARR, JOSEPH, Coventry, Textile Manufacturer Coventry
Pet June 29 Ord July 27
CHARTERIS, THOMAS, King William st, Timber Dryer
High Court Pet Feb 27 Ord July 27
COLLIER, WILLIAM, Bridgend, Glam, Tailor Cardiff Pet
July 27 Ord July 27
CRUTTENDEN, FREDERICK, St Leonards on Sea, Builder
Hastings Pet Jan 25 Ord July 27
DAVISON, SARAH FRANCES BRUNYARD, West Haldesey,
Yorks, Farmer York Pet July 4 Ord July 25
DUTTON, WILLIAM FREDERICK TRAFFORD, and RICHARD
COLTMAN, High Holborn, Hosiers High Court Pet
July 6 Ord July 25
FOSTER, MATTHEW, Hitchin, Hertford, Builder Luton
Pet July 10 Ord July 28
GODFREY, G. B., Steyning, Sussex, Contractor Brighton
Pet May 16 Ord July 27
HELLIS, MARK MEDCALFE, Kingston, Surrey, Grocer
Kingston, Surrey Pet July 21 Ord July 25

HENDERSON, WILLIAM JAMES, Peckham, Licensed Victualler
High Court Pet July 5 Ord July 25
JENKIN, WILLIAM CHARLES, Hayle, Cornwall, Grocer
Truro Pet July 27 Ord July 28
LINDSEY, JAMES JOHN, Leicester st, Leicester sq, Licensed
Victualler High Court Pet July 27 Ord July 27
MARSH, JOSEPH, Warrington, Ironmonger Warrington
Pet June 28 Ord July 28
PHILLIPS, JOHN, and JOSEPH HENRY JOHN PHILLIPS, Coventry,
Painters Coventry Pet July 26 Ord July 26
POWELL, HOWELL, Pontypridd, Glam, Contractor Ponty-
pridd Pet July 27 Ord July 27
PUFFERT, JOHN COSENTINE, Lostwithiel, Cornwall Truro
Pet June 20 Ord July 25
RALPH, HORACE HENRY, Manor Park, Essex, Painter High
Court Pet July 28 Ord July 28
REITER, JOSEPH, Mile End High Court Pet July 28 Ord
July 28
REX, ALBERT HENRY, Southsea, Painter Portsmouth
Pet July 27 Ord July 27
RIGLER, JOHN, Kinson, Dorset, Market Gardener Poole
Pet July 25 Ord July 25
ROADLEY, GEORGE, Leicester, Hosier Leicester Pet July
28 Ord July 28
ROBINSON, JOHN, Midway st, Midway pk, Carman High
Court Pet July 6 Ord July 26
ROBINSON, JOHN, Crumpeall, Manchester, Butcher Man-
chester Pet July 9 Ord July 27
SAMSON, CHARLES, Bolton, Brewer Bolton Pet July 27
Ord July 27
SANDERS, ROBERT, Southsea, Picture Frame Maker Ports-
mouth Pet July 27 Ord July 27
SETTERFIELD, WALTER ERNEST, Margate, Dairyman
Canterbury Pet June 25 Ord July 27
STANFORD, GEORGE ALFRED, Coopers row, Trinity sq High
Court Pet May 14 Ord July 25
VAILEY, ALFRED, Selby, York, Licensed Victualler York
Pet April 3 Ord July 24
WATTS, ISAAC, Great Grimby, Estate Agent Great
Grimby Pet July 28 Ord July 28
WILLIAMS, SARAH ANN, Chepstow, Grocer Newport, Mon
Pet July 19 Ord July 21
WORTNER-SMITH, JAMES EDWARDS, Islington, Builder
High Court Pet July 10 Ord July 28
WOODS, NATHAN WILLIAM, East Ham, Essex, Furniture
Dealer High Court Pet July 27 Ord July 27

All letters intended for publication in the
"Solicitors' Journal" must be authenticated
by the name of the writer.

MESSERS. INDERMAUR & THWAITES
(Editors of the "Law Students' Journal," &c., &c.),
22, Chancery-lane, London, W.C., continue to read with
Students both in Class and Privately and through the Post
for the Solicitors' Final and Intermediate Examinations
and for the Bar Final. Particulars personally or by letter.
NOTE.—Pupils have the use of a set of rooms and the
library at 22, Chancery-lane, for study during the day.
Classes for November and January can now be joined.

MR. C. SPURLING, M.A., B.C.I. (Oxford),
First Class Honours, late Scholar of Christ Church,
Editor of Eleventh Edition of "Smith's Manual of Common
Law," Barrister-at-Law, continues to PREPARE for the
Bar and University Law Examinations by Day, Evening,
or Post.
Bar Examinations, April and May, 1900—43 sent up, 36
passed, 9 obtaining a Second Class.
June, 1900—7 pupils (all those sent up) successful in
University Law Examination.
Address, 11, New-court, Carey-street, W.C.

MR. BERTRAM JACOBS, LL.B. (Lond.),
of 61, Fore-street, E.C., First in Honours Juris-
prudence and Roman Law, First in Honours Common Law
and Equity, Honourableman Solicitors' Final, Exhibitioner
and University Law Scholar, Coaches for all Law Exami-
nations.

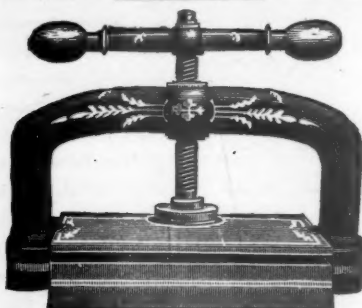
SOLICITOR (28) Seeks Situation in Country
town; experienced as managing clerk; accustomed
to pleading.—JOSEPH PRICH, Melton Mowbray.

LAW PARTNERSHIP.—Capital up to
£7,000.—An energetic young Solicitor (31), Honours,
capable man, of good social and professional standing,
with all-round experience, is desirous of Purchasing a
Partnership in a first-class London firm; income required
not less than £1,000; highest references given and required;
Advertiser would probably be able to give references who
are mutually known; no agents.—Apply, in strictest con-
fidence, to BONA FIDES, care of "Solicitors' Journal," 27,
Chancery-lane, W.C.

PARTNERSHIP Wanted by Solicitor (26);
good general experience; could undertake advocacy;
capital South and large town preferred.—P. 2, Fardiffe-
road, Bradford.

DIRECTORSHIP.—Bank Manager (re-
tired) of leading London Joint-Stock Bank can
Accept Seat on first-class Board; no speculative or mining
business; expert accounts and financier.—Address,
BANKERS, care of "Solicitors' Journal," 27, Chancery-
lane, W.C.

LAW PARTNERSHIPS & SUCCESSIONS.
For Vacancies in Town and Country, or for Introduc-
tions to Gentlemen requiring advice, apply to
J. MARCOURT SMITH,
Partnership Agent and Law Costs Draftsman.
68, Chancery-lane.
S.S.—MORTGAGE SECURITIES WANTED.

PARTRIDGE & COOPER.**LETTER COPYING PRESSES.**
BEST ENGLISH MAKE.

Quarto size from **21s.** Feap. size from **32s. 6d.**
Stands in Mahogany, Birch, and Oak.
Illustrated List of Solicitors' Stationery free on application.

ROYAL COURTS STATIONERY WAREHOUSE,
191 & 192, Fleet-street; 1 & 2, Chancery-lane, London, E.C.

**BRAND & CO.'S
SPECIALTIES
FOR INVALIDS.**

Prepared from finest ENGLISH MEATS
**ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,**
Of all Chemists and Grocers.

BRAND & CO., LTD., MAYFAIR, W., & MAYFAIR
WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS.

**EPPS'S
GRATEFUL-COMFORTING.
COCOA**

BREAKFAST-SUPPER.

ACCIDENTS OF ALL KINDS,

RAILWAY ACCIDENTS, EMPLOYERS' LIABILITY, insured
against, and FIDELITY BONDS granted by the

RAILWAY PASSENGERS' ASSURANCE CO.,

Established 1849.

Claims paid £4,150,000.

64, Cornhill, London.

A. VIAN, Secretary.

TREATMENT OF INEBRIETY.**DALRYMPLE HOME,**
RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.

For Terms, &c., apply to
F. S. D. HOGG,
Medical Superintendent.

INEBRIETY.**MELBOURNE HOUSE, LEICESTER.**

PRIVATE HOME FOR LADIES.

Medical Attendant: J. HEADLEY NEALE, M.B.,
M.R.C.P. Lond. Principal: H. M. RILEY, Assoc. Soc.
Study of Inebriety. Thirty years' Experience. Excellent
Legal and Medical References. For terms and particulars
apply Miss RILEY, or the Principal.

INEBRIETY.**HOME FOR LADIES.**

(Under the 1879 Act or privately.)

Dr. J. M. HOBSON can receive a few Ladies under his
personal care. Home life, with every facility for con-
genial work and recreation.

Address:

Glendalough, Morland Road, Croydon.

TREATMENT OF INEBRIETY AND ABUSE OF DRUGS.**HIGH SHOT HOUSE,**
ST. MARGARET'S, TWICKENHAM.

For Gentlemen under the Act and privately. Terms,
2½ to 5 Guineas. Billiards, Tennis, Workshop, &c.
Apply to Resident Medical Superintendent.
A. E. NEALE, M.B., B.S.
Telegrams—"Neale, Highshot, Twickenham."



S. FISHER, 188, Strand.

**OFFICE of HER MAJESTY'S WOODS, &c.,
SECOND-CLASS CLERKSHIP.—FORTHCOMING
EXAMINATION.**

Candidates must have served for three years in a solicitor's office (19-23). 6th September.
The date specified is the latest at which applications can be received. They must be made on forms to be obtained, with particulars, from the SECRETARY, Civil Service Commission, London, S.W.

MADAME AUBERT Introduces Daily and
Resident English and Foreign Governesses, Lady
Professors, Chaperons, Chaperons' Companions, Lady
Housekeepers, Secretaries, for British Isles, Continent,
Africa, America, Asia, Australasia; Schools and Educa-
tional Homes Recommended.—141, Regent-street, W.

SOLICITORS, MORTGAGEES, and Others.
—M. DAVIS, 40, Ladbroke-grove, London, is always
Prepared with Cash to Purchase every description of Prop-
erty, in any state of repair or position in London, or
within 40 miles; introductory fees if arranged in advance.

LIFE POLICIES.—£1,000, effected 1876,
with Royal Exchange Assurance Corporation on male
life aged 52, premium £25 4s. 2d.; £500, effected 1871, on
same life, with Hand-in-Hand Insurance Society, reduced
premium £2 19s. 11d.; for Sale by Auction at Hertford on
11th August, 1903.—Full particulars of NORRIS & DUVAL,
Auctioneers, Hertford.

FREEHOLD Building Estate of 25 acres in
favourite Northern Suburb, now being actively
developed, occupying commanding position at corner of
two main roads, with site for parade of shops; electric
lighting installation arranged for; capitalist would create
ground-rents of upwards of £3,500 per annum; price
£21,000.—Write to FREEHOLDER, 42, Caulley-avenue, S.W.

£1,600 Wanted on Mortgage of Two
Houses, one recently renovated and re-
modelled throughout, having garden and stables, let at £80;
the other new, costing, with ground, £1,800, unlet; terms,
no valuation; inclusive costs with stamps 2 per cent;
interest 4 per cent.—Apply, X., "Solicitors' Journal"
Office, 27, Chancery-lane, W.C.

SEE 80 GUINEAS
SCHOOL SHIP "CONWAY"
LIVERPOOL.
FOR TRAINING
YOUNG GENTLEMEN
TO BECOME OFFICERS
IN MERCHANT STEAMERS.
FOR PROSPECTUS APPLY TO
THE CAPT. A.T. MILLER, R.N.

**EDD AND SON,
ROBE MAKERS.**

BY SPECIAL APPOINTMENT.

To Her Majesty, the Lord Chancellor, the Whole of the
Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town
Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.
ESTABLISHED 1692.

94, CHANCERY LANE, LONDON.

PROBATE VALUATIONS SPINK & SON

The Members of the LEGAL PROFESSION
are respectfully requested to kindly Recom-
mend our Firm to Executors and others
requiring Valuations.

1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and 17 & 18, PICCADILLY,
LONDON, W.

ESTABLISHED 1772.